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14 UNITED TALENT AGENCY, LLC

15 **UNITED STATES DISTRICT COURT**
16 **CENTRAL DISTRICT OF CALIFORNIA**

17 **WESTERN DIVISION**

18 UNITED TALENT AGENCY, LLC, } Case No. 2:19-cv-05585
19 Plaintiff, }
20 vs. }
21 WRITERS GUILD OF AMERICA, }
22 WEST, INC. and WRITERS GUILD }
23 OF AMERICA, EAST, INC., }
24 Defendants. }
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1 Plaintiff United Talent Agency, LLC (“UTA”) alleges against Defendants
 2 Writers Guild of America, West, Inc. (“WGAW”) and Writers Guild of America,
 3 East, Inc. (“WGAE”) (together, “WGA”) violation(s) of Section 1 of the Sherman
 4 Antitrust Act. This Court has jurisdiction pursuant to 15 U.S.C. §§ 15 and 26, and 28
 5 U.S.C. §§ 1331 and 1337.

6 **INTRODUCTION**

7 1. On April 13, 2019, WGA radically upended over 40 years of settled,
 8 mutually-beneficial business relationships between Hollywood writers and the talent
 9 agencies that represent them. On that date, in what WGA President David Goodman
 10 described as a “power grab” designed to “divide and conquer” talent agencies, WGA
 11 adopted and began to enforce a so-called “Code of Conduct” that requires writers to
 12 fire the talent agents who refused to bend the knee to WGA’s demand that talent
 13 agencies abandon the agencies’ business practice of “packaging” and their affiliations
 14 with content production companies. Writers who fail to follow the dictates of the
 15 WGA and refuse to join the boycott face discipline from WGA that could substantially
 16 and irreparably harm their careers.

17 2. When it so acted, WGA placed the interests of a few well-heeled
 18 individuals above the interests of its membership. As explained below and as WGA
 19 has acknowledged, the vast majority of writers benefit from packaging arrangements
 20 by reaping the creative and financial rewards of writing engagements without having
 21 to pay a traditional 10% commission on their income to the talent agents who procured
 22 these engagements. Likewise, WGA undermined the interests of writers who benefit
 23 from the increased opportunities and more favorable economic terms offered to
 24 writers, directors, actors and other Hollywood talent by agency-affiliated production
 25 companies, when compared to the terms offered by the traditional industry television
 26 studios.

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 SHERMAN ACT

1 3. More to the point, WGA not only acted contrary to the interests of
2 writers, and other members of the Hollywood creative community, it also acted
3 illegally. WGA has exceeded its lawful authority as a labor union by organizing an
4 illegal group boycott against UTA and other talent agencies. WGA's boycott,
5 attempting to impose a blanket prohibition on talent agency packaging and agency
6 affiliated production companies, undermines lawful competition and far exceeds any
7 limited exemption WGA has under the antitrust laws. To the contrary, WGA's ban
8 has harmed competition in the packaging market and other markets that WGA has no
9 authority to regulate, has harmed UTA and other talent agencies, and has harmed the
10 very writer-members whom the WGA purports to represent.

11 4. WGA's group boycott is a classic, per se violation of the Sherman Act.
12 UTA filed this suit to enjoin WGA's illegal conduct and to recover treble damages
13 for the harm WGA's boycott has caused. UTA also seeks to recover its attorney's fees
14 and litigation costs in bringing this suit.

PARTIES

16 5. Plaintiff UTA is a limited liability company existing under the laws of
17 the State of Delaware, with its principal place of business in Beverly Hills, California.

18 6. Defendant WGAW is a California non-profit corporation headquartered
19 in Los Angeles, California. WGAW is a labor union representing thousands of writers
20 in the motion picture and television industries.

21 7. Defendant WGAE is a New York non-profit corporation headquartered
22 in New York City, New York. WGAE is a labor union representing thousands of
23 writers in the motion picture and television industries. Writers who live east of the
24 Mississippi River at the time of their initial membership are enrolled as members of
25 WGAE, whereas those to the west are members of WGAW.

26 8. WGAW and WGAE work in tandem to represent their members. Among
27 other things, WGAW and WGAE negotiated and entered into an industrywide

1 collective bargaining agreement, the “Minimum Basic Agreement” or “MBA,” with
 2 the Alliance of Motion Picture and Television Producers, Inc. (“AMPTP”), a multi-
 3 employer collective bargaining representative for motion picture and television
 4 producers. The MBA sets a minimum compensation scale for writers for film and
 5 television production, though writers are free to negotiate individual compensation
 6 above these minimums, and may be represented in those negotiations by licensed
 7 talent agents.

8 **JURISDICTION AND VENUE**

9 9. This Court has subject-matter jurisdiction pursuant to 15 U.S.C. §§ 15
 10 and 26, and 28 U.S.C. §§ 1331 and 1337.

11 10. This Court has personal jurisdiction over WGAW under 15 U.S.C. § 15
 12 because WGAW resides in this District.

13 11. This Court has personal jurisdiction over WGAE because it is a
 14 corporation that transacts business in this District under 15 U.S.C. § 22. WGAE
 15 performs services on behalf of its members in this District; in conjunction with
 16 WGAW, WGAE entered into the Minimum Basic Agreement with production
 17 companies represented for the purposes of collective bargaining by the AMPTP, many
 18 of which are located in this District; and, in conjunction with WGAW, WGAE has
 19 sought to impose a new Code of Conduct on the Association of Talent Agents
 20 (“ATA”), which is also located in this District.

21 12. The Court also has personal jurisdiction over WGAW and WGAE
 22 because they are engaged in a conspiracy that is directed at, and has a direct,
 23 substantial, reasonably foreseeable and intended effect of causing injury to the
 24 business or property of persons and entities located in this District.

25 13. Venue is proper in this District under 15 U.S.C. § 15 and 28 U.S.C. §§
 26 1391(b), (c) and (d) because WGAW and WGAE are subject to this Court’s personal
 27 jurisdiction with respect to this action, and a substantial part of the events giving rise
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1 to the claims for relief stated herein occurred in this District. Furthermore, UTA has
 2 suffered and will continue to suffer harm in this District as a result of WGA's actions.

3 **FACTUAL BACKGROUND**

4 14. UTA is a global talent agency representing many talented individuals
 5 working in film, television, news, music, sports, theater, fine art, literature, social
 6 media, video games, podcasts, and other media, including writers for film and
 7 television. UTA employs many of the industry's most experienced talent agents and
 8 strives to foster a culture of entrepreneurship, working not only to secure employment
 9 for its clients but also to help them launch new TV series and films, sell screenplays,
 10 develop companies, find financing, and more. UTA's success is a testament not only
 11 to the talent of the writers and other artists it represents, but also to UTA's singular
 12 focus on putting clients first.

13 15. UTA is involved in the process of developing television and film content,
 14 working closely with its clients to put together "packages" of the key elements
 15 necessary to create new shows, including talent (such as writers, directors, and actors),
 16 scripts, and concepts. UTA pitches these packages, always with the knowledge and
 17 consent of its clients (including writers) to production companies, who purchase the
 18 package in exchange for a fee and use it as the core for a new show or film. When
 19 UTA receives a package fee from a production company, it forgoes charging a
 20 commission to its clients.

21 16. In addition, in late 2018, UTA entered into an affiliation with Media
 22 Rights Capital ("MRC"), a production company, to increase competition with
 23 traditional studios and provide additional opportunities for UTA's clients and other
 24 artists. The recent UTA-MRC affiliation, known as Civil Center Media, has
 25 consistently offered writers, directors, actors and others more favorable terms than
 26 those traditionally offered by Hollywood studios. No UTA client is pitched to MRC
 27 or Civil Center Media without his or her knowledge and consent. UTA's relationship
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1 with Civic Center is always disclosed, as are options for employment with other
 2 studios, and UTA encourages its clients to retain independent attorneys to review
 3 deals with Civic Center (and, in fact, any other deal for the clients' services).

4 17. WGA has been aware of and has expressly agreed to the practice of
 5 packaging for over 40 years, and also permitted talent agencies to participate in
 6 content production. In 1976, WGA and the Association of Talent Agents ("ATA")
 7 (then known as the Artists' Managers Guild), of which UTA is one of over 100
 8 member agencies, entered into the Artists' Manager Basic Agreement ("AMBA"),
 9 attached hereto as Exhibit A. The AMBA expressly permitted packaging, *see* AMBA
 10 § 6, and did not prohibit agencies, like UTA, from affiliating with production
 11 companies. Until April 2019, WGA franchised UTA and other talent agencies to
 12 represent its members pursuant to the terms of the AMBA.

13 18. UTA's writer-clients also knew of, agreed to, and benefitted from
 14 packaging. UTA always discloses packaging arrangements to its writer clients (and
 15 other clients), and obtains their consent before submitting them for a packaged deal.
 16 If a writer or other client prefers not to participate in packaged shows or films, then
 17 UTA does not package that client and will instead charge a commission.

18 19. WGA terminated the AMBA on April 12, 2019, and demanded that all
 19 previously franchised talent agencies agree to a new "Code of Conduct," attached
 20 hereto as Exhibit B, that imposed a blanket ban on packaging and agency affiliated
 21 content companies. UTA and over one hundred other agencies refused to capitulate
 22 to WGA's ukase, and WGA subsequently instituted its group boycott against all non-
 23 compliant agencies. WGA's boycott seeks to upend longstanding industry practices
 24 and has harmed UTA and the very members the WGA claims to represent.

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1 **A. UTA's Longstanding Engagement in Content Packaging Benefits**
 2 **its Clients and the Industry**

3 20. Packaging is a long-standing practice, dating back to at least the 1950s,
 4 through which talent agencies assemble a “package” of the key elements needed to
 5 produce a new television show or film, including talent (e.g., writers, actors, and
 6 directors), and associated intellectual property (such as scripts, treatments, and
 7 concepts), and then sell the rights to that package to a production company. In doing
 8 so, talent agencies provide a valuable service to production companies by facilitating
 9 the development of new content, while also benefitting agency clients. Writers—and
 10 the other talent who agree to be included in any series subject to a packaging deal—
 11 whether or not any individual was part of the original package—do not pay any
 12 commission to their agents (ordinarily up to 10%) in a packaged deal. Instead, the
 13 agency is compensated directly for the service it provides in the form of a packaging
 14 fee paid by the production company.

15 21. Packaging arrangements are individually negotiated and vary
 16 significantly from package to package, as does the packaging fee. However, a
 17 packaging fee generally includes (i) an upfront license fee (usually a fixed dollar
 18 amount paid per episode) and (ii) a backend fee paying the agency a percentage of
 19 certain profits earned by the show. Packages have sometimes also included a deferred
 20 license fee, but such fees are increasingly rare and almost never result in any payment
 21 even when agreed to by the talent agency and production company. Backend fees are
 22 also rarely paid by the production company, as they are earned only on the few most
 23 successful shows. For example, upon information and belief, over the past 5 years,
 24 only about 5 series on the big four broadcast networks have achieved backend fees.
 25 WGA is thus wrong when it alleges that package fees invariably involve a “3-3-10”
 26 formula—3% upfront license fee, 3% deferred license fee, and 10% backend fee, for
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1 the reasons described above and because packaging fees are not typically calculated
 2 as a percentage of a show's budget.

3 22. UTA and other agencies generally provide ongoing services to a
 4 production company as part of a package deal. For example, UTA will often assist in
 5 developing the project after the package is purchased, and suggest staffing throughout
 6 the run of the show.

7 23. Packaging fees are paid per show, not per artist, and, as noted, UTA
 8 typically receives the same packaging fee regardless of how many of its clients are
 9 included in the initial package or are later hired to work on the packaged show. Hence,
 10 when UTA enters into a packaging deal with a production company for a project, it is
 11 assuming a large degree of business risk. For all except the rare successful show that
 12 earns significant backend profits, UTA's packaging fee is often similar to (and in
 13 many cases significantly less than) what UTA would have earned from charging its
 14 clients a commission based on their earnings.

15 24. Packaging is not the means by which talent agents negotiate the terms
 16 and conditions of writers' employment. Rather, packaging negotiations generally
 17 focus on the terms of the production company's bid for the show and the amount of
 18 the agency's packaging fee. UTA separately negotiates client compensation, and such
 19 negotiations are completely independent from the packaging deal. Indeed, except for
 20 those clients who are part of the original package, most clients are hired (and their
 21 salaries and other terms negotiated) long after the packaging agreement has been
 22 negotiated. Throughout this process, UTA aims to negotiate the best possible terms
 23 for writers and all other clients it represents; UTA's receipt or non-receipt of a
 24 packaging fee has no impact at all on the negotiation process, UTA's vigorous
 25 advocacy on behalf of its clients, or the ultimate deal terms negotiated for the services
 26 of its clients, including, but not limited to, writers' compensation.

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1 25. Packaging benefits UTA's clients, including writers, both creatively
 2 and financially. For example, packaging increases output of television series and films
 3 by lowering the barriers to getting a new show off the ground, creating employment
 4 opportunities for writers and other artists that otherwise would not have existed. Upon
 5 information and belief, approximately 90% of new television shows are now
 6 packaged, and the number of new television series released each year has increased
 7 over 40% in the last five years.

8 26. Packaging also benefits UTA's clients by giving them an advantage in
 9 hiring. Writers (and other clients) included in a package benefit from the
 10 attractiveness of the package as a whole, and shows are more likely to be purchased
 11 by a production company when packaged. Similarly, UTA is better able to place
 12 writers and other UTA clients on shows that it has packaged, including because such
 13 show will already involve at least some UTA clients and studios look to the packaging
 14 agency to staff and help cast a show that the agency packaged.

15 27. UTA's involvement in packaging also increases the net compensation
 16 for the vast majority of writers and other UTA clients, as writers and other clients who
 17 are part of a packaged show pay no commission to UTA. Because a traditional
 18 commission is 10%, this savings is often significant, and provides a guaranteed
 19 benefit to writers and other clients regardless of the ultimate success of the show.

20 28. Despite its longstanding endorsement of packaging, WGA now claims
 21 that packaging always harms writers and creates a conflict of interest that
 22 incentivizes agents to maximize their own fee rather than writers' compensation.
 23 This contention is false. UTA has every incentive to provide the best possible
 24 representation to its clients, most notably that any client who is not satisfied is free
 25 to leave (and will leave) UTA for one of hundreds of competing talent agencies.
 26 Packaging does nothing to change that incentive, and can even further align the
 27 interests of UTA and its clients by creating shared incentives for content creation.

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1 29. WGA's claim that packaging creates a conflict of interest is also
 2 contradicted by decades of experience under the AMBA, which included a dispute
 3 resolution procedure for writers or the WGA to seek redress for any harmful conflict.
 4 *See* AMBA § 3, 8. Upon information and belief, not even one writer has ever filed a
 5 claim against UTA based on any claimed failure by UTA to act in her/his best
 6 interests, shattering WGA's claim that packaging regularly harms writers.

7 30. The WGA's notion that a long-standing, mutually-beneficial,
 8 commercial practice that everyone has always treated as something to be *negotiated*
 9 in good faith, has suddenly been discovered by WGA (a sophisticated party if ever
 10 there were one) to actually have been *illegal* all these many years, and that the agents
 11 who behaved in conformity with the WGA's own agreement all this time now deserve
 12 to be *punished* for doing so, is so obviously preposterous that it cannot possibly be
 13 correct—and it is not.

14 **B. UTA's Affiliation with Civic Center Increases Competition and
 15 Benefits Writers**

16 31. Pursuant to UTA's affiliation with Media Rights Capital ("MRC"),
 17 known as Civic Center Media ("Civic Center"), UTA acquired a minority financial
 18 interest in certain shows produced and financed by Civic Center. UTA and Civic
 19 Center are separate companies, and operate independently of each other. UTA has no
 20 role in the management or operations of Civic Center, which is run entirely by MRC
 21 executives and maintains separate offices from UTA. To date, UTA's arrangement
 22 with Civic Center has resulted in the production of at least one new television series,
 23 and several others have been sold to networks and are currently in development.

24 32. UTA's agreement with MRC/Civic Center is not exclusive. MRC/Civic
 25 Center is free to, and does, hire clients of agencies other than UTA and purchase
 26 shows not packaged by UTA (or co-packaged by UTA and another agency or
 27 agencies), just as it did before its agreement with UTA. Similarly, unless a client
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1 prefers otherwise, UTA continues to market packages and pursue employment for its
 2 clients with studios other than MRC and Civic Center. This is a competitive process
 3 and Civic Center obtains business from UTA or its clients only if it makes the best
 4 offer, and only if UTA's clients agree to that offer.

5 33. UTA's affiliation with MRC/Civic Center benefits writers and other
 6 UTA clients by expanding the output of television series, increasing competition with
 7 traditional production companies, creating new employment opportunities, and
 8 providing better terms to writers. For example, Civic Center offers better
 9 compensation to writers than traditional production companies, including higher
 10 wages, increased backend compensation, and better script fees. Civic Center also
 11 charges lower fees and pursues more lucrative distribution terms than traditional
 12 production companies, further increasing clients' backend compensation. Upon
 13 information and belief, Civic Center's presence in the market is forcing traditional
 14 production companies to improve their own offers to writers and other talent,
 15 increasing compensation and employment for UTA's clients.

16 34. Until it implemented its group boycott, and for the 40 plus years the
 17 AMBA was the operative agreement between the WGA and talent agencies, WGA
 18 did not prohibit talent agencies such as UTA from establishing affiliations with
 19 production entities. Although WGA now contends that entities such as Civic Center
 20 harm writers and create conflicts of interest, this is false. UTA's affiliation with
 21 MRC/Civic Center is disclosed to all clients, and UTA obtains informed consent from
 22 its clients before pursuing any deal with MRC/Civic Center. Further, UTA maintains
 23 strict separation of agents from MRC/Civic Center and does not share confidential
 24 client information with Civic Center. UTA also encourages clients to obtain
 25 independent legal representation to review any deals with Civic Center, and conducts
 26 all negotiations with Civic Center at arms-length. Again, WGA's notion that it has
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1 just recently discovered that these long-standing and properly disclosed practices are
 2 somehow actually *illegal* is utterly preposterous.

3 **C. WGA Has Organized An Unlawful Group Boycott Against UTA
 4 And Other Talent Agencies**

5 35. In February 2018, WGA announced that it intended to terminate the
 6 AMBA and institute a new “Code of Conduct” imposing a blanket ban on packaging
 7 and agency affiliated content producers. The Association of Talent Agents (“ATA”)
 8 attempted to negotiate with the WGA, and made several detailed proposals that would
 9 preserve the ability of talent agencies to engage in packaging and to affiliate with
 10 production companies, but with tailored protections for writers providing means to
 11 remedy any conflicts of interest that might be asserted. A copy of ATA’s proposal is
 12 attached hereto as Exhibit C. The WGA summarily rejected ATA’s proposals.

13 36. On April 13, 2019, WGA unilaterally enacted its new Code of Conduct,
 14 and stated that all talent agencies must comply with its terms in order to represent
 15 WGA members. The Code of Conduct includes the following provisions concerning
 16 packaging and agency affiliated production companies (Ex. B, at 2):

- 17 a. No Agent shall have an ownership or other financial interest in,
 18 or shall be owned by or affiliated with, any entity or individual
 19 engaged in the production or distribution of motion pictures.
- 20 b. No Agent shall have an ownership or other financial interest in,
 21 or shall be owned by or affiliated with, any business venture that
 22 would create an actual or apparent conflict of interest with
 23 Agent’s representation of a Writer.
- 24 c. No Agent shall derive any revenue or other benefit from a
 25 Writer’s involvement in or employment on a motion picture
 26 project, other than a percentage commission based on the
 27 Writer’s compensation or fee.

d. No Agent shall accept any money or thing of value from the employer of a Writer.

3 37. Immediately after enacting its new Code of Conduct, WGA began to
4 implement a group boycott of non-compliant agencies and instructed its members that
5 they were prohibited from being represented by an agent who does not agree to the
6 Code of Conduct. As dictated by WGA: “No Current WGA member can be
7 represented by an agency that is not franchised by the Guild in accordance with
8 Working Rule 23.” Exhibit D, Agency Code of Conduct Implementation FAQ, at 1.
9 Working Rule 23 provides that members can only be represented by agencies that
10 sign a franchise agreement with WGA, which as of April 13 “is the WGA Agency
11 Code of Conduct.” *Id.*

12 38. WGA’s leadership has instructed WGA members that they must join the
13 “collective action by WGA members” to refuse to deal with any agents or agencies
14 who do not agree to the Code of Conduct. *See* Ex. D, Agency Code of Conduct
15 Implementation FAQ, at 1 (“If my agency does not sign the Code of Conduct, do I
16 have to tell them they cannot represent me? Yes, but you will do so as part of a
17 collective action by WGA members.”). WGA has threatened union discipline against
18 any of its members who continue to work with such “non-franchised” agencies and
19 agents. *See id.*, at 4-5 (“How will Working Rule 23 be enforced? ... [A]fter the Guild
20 decides on collective action members are obligated to follow Guild rules, which will
21 be enforced. ... Article X of the WGAW and WGAE Constitutions guides Guild
22 disciplinary procedures.”); *see also* Rules for Implementation of the WGA Code of
23 Conduct for Agents, attached hereto as Exhibit E, at ¶ 4 (“Members in violation of
24 Working Rule 23 shall be subject to discipline in accordance with Article X of the
25 WGAW Constitution.”).

26 39. WGA's directive to its members to boycott talent agencies that do not
27 submit to the Code of Conduct applies not only to writers, but also to WGA members

1 who are acting in their capacity as producers. *See* Ex. D, Agency Code of Conduct
 2 Implementation FAQ (Q. What if I'm a TV writer/producer? A. [P]roducing services
 3 are deemed part of writing when performed by writer-producers . . . under Working
 4 Rule 23 non-franchised agents cannot represent WGA writers with respect to these
 5 hyphenate services, and a member who has historically been employed as a hyphenate
 6 cannot avoid the Guild's jurisdiction by re-labeling a contract as a producer-only
 7 deal."). WGA's Code of Conduct also demands that UTA and other agencies disclose
 8 the confidential terms of producing deals made with production companies by clients
 9 who are also writers, even if the agency's clients do not consent.

10 40. Upon information and belief, WGA is compiling a record of those
 11 members who fire their non-franchised agents, and those members who continue to
 12 work with their non-franchised agents. The latter group will be subject to discipline
 13 by a tribunal of WGA members, in what is likely to be an expedited process, and the
 14 penalty could be a significant monetary fine or expulsion from WGA. WGA members
 15 who choose to work with a non-franchised talent agent risk becoming blacklisted if
 16 they refuse to join WGA's boycott.

17 41. By reason of the above conduct, WGA has organized a group boycott in
 18 which all agency packaging and content affiliation have been banned, and both willing
 19 and coerced writer-members have agreed to boycott UTA and other talent agents who
 20 will not submit to WGA's prohibitions on packaging and content affiliates. To date,
 21 over 1,700 of UTA's writer-clients have terminated UTA due to WGA's group
 22 boycott. WGA claims that, in total, 7,000 writers have terminated their agents as a
 23 result of WGA's group boycott, representing approximately 80% of WGA writers
 24 represented at the time of the boycott.

25 42. WGA has also combined with non-labor entities to facilitate and enforce
 26 its unlawful group boycott, including producers (showrunners), certain talent
 27 agencies, and lawyers and managers.

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1 43. First, WGA has combined with producers (showrunners) to enforce its
 2 boycott, demanding that showrunners refuse to do business with any agency that has
 3 not agreed to WGA’s Code of Conduct. Producers and showrunners (including those
 4 who may also act as writers) are non-labor entities because they oversee production
 5 on behalf of a production company and are responsible for hiring and supervising
 6 other talent, managing the budget, overseeing filming and post-production, and other
 7 tasks. Upon information and belief, some producers and showrunners have joined
 8 WGA’s ban, and have refused to accept packaging proposals from UTA and other
 9 non-franchised agencies. The WGA also has attempted to combine with production
 10 companies to enforce its boycott. *See Exhibit F* (WGA Proposal to the Alliance of
 11 Motion Picture and Television Producers (“AMPTP”)). To date, UTA is informed and
 12 believes that production companies have resisted joining the boycott on the grounds
 13 that it “would subject [AMPTP], the WGA and individual writers to a substantial risk
 14 of liability for antitrust violations,” but that WGA continues to unlawfully threaten
 15 and pressure these production companies to join its unlawful group boycott.

16 44. Second, WGA has entered into agreements with certain talent agencies
 17 that will agree to be bound by the Code of Conduct, that permit those agencies to
 18 represent WGA members while maintaining and enforcing the boycott against non-
 19 consenting agencies. These agencies have obtained an anticompetitive advantage by
 20 virtue of their facilitation of the boycott, as such agencies may continue to represent
 21 writers and may poach clients from agencies that are currently subject to the boycott,
 22 while their competitors are excluded from the market.

23 45. Third, WGA has combined with lawyers and talent managers to sustain
 24 its boycott and mitigate the harm that WGA’s actions have caused to its own
 25 members. Specifically, on March 20, 2019, WGA purported to temporarily authorize
 26 managers and lawyers to procure employment and negotiate overscale terms and
 27 conditions of employment for individual writers. But, under California, New York,
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1 and certain other state laws, only licensed talent agents may lawfully represent writers
2 in their individual negotiations with production companies. WGA's purported act of
3 "delegation" has conferred an anticompetitive benefit on these unlicensed lawyers and
4 managers, purportedly conferring on them non-existent authority to engage in
5 representation without complying with the licensing requirements applying to
6 licensed talent agencies and without competition from talent agencies that are subject
7 to WGA's group boycott.

8 46. Upon information and belief, WGA has also adopted a policy of (i)
9 paying the damages of any lawyers or talent managers who act pursuant to WGA's
10 purported delegation and are sued by talent agencies or clients for violating the
11 California Talent Agency Act ("TAA"), and (ii) reimbursing unlicensed lawyers and
12 managers who act pursuant to its delegation but are not paid by a writer (and who as
13 unlicensed entities otherwise could not recover from that writer). Upon information
14 and belief, these policies have caused, induced, and/or encouraged unlicensed lawyers
15 and managers to combine with WGA's unlawful group boycott and violate the TAA.

CLAIM ONE

(Violation of Section 1 of The Sherman Antitrust Act – 15 U.S.C. § 1)

18 47. UTA incorporates by reference and re-alleges all previous paragraphs as
19 if fully set forth herein.

20 48. WGA's group boycott and concerted refusal to deal with talent agents
21 who will not agree to the Code of Conduct is a per se violation of Section 1 of the
22 Sherman Act (15. U.S.C. § 1).

23 49. WGA has entered into a contract, combination, or conspiracy to
24 unreasonably restrain trade and impose a group boycott on non-compliant talent
25 agencies, including with (1) its writer-members, some of whom are independent
26 contractors and employers, (2) producers and showrunners, (3) certain talent agencies,
27 and/or (4) unlicensed lawyers and managers.

1 50. WGA's group boycott also qualifies as an unlawful restraint of trade
 2 under the rule of reason. Under the rule of reason, the Court would weigh the
 3 anticompetitive harm caused by WGA's restrictions against any ostensible
 4 procompetitive benefit of those same restrictions. This inquiry would include defining
 5 the relevant economic market(s) in which WGA is restraining competition, assessing
 6 WGA's market power in these markets, and considering whether WGA could achieve
 7 any ostensible procompetitive benefit of its agency packaging and agency-affiliate
 8 content bans in a less restrictive manner.

9 51. WGA has unreasonably restrained competition in the market for the
 10 development of scripted television series and movies in the United States by abusing
 11 and leveraging its power in the labor market for writers to eliminate the agencies as
 12 providers of packaging, reducing output of new shows and harming artists who benefit
 13 from packaging. Writers are essential components of packages, and talent agencies
 14 are the primary providers of packaging. Similarly, WGA's agency-affiliate content
 15 ban (also enforced by WGA's market power over writers) has unreasonably restrained
 16 competition in the market for the development of scripted shows and movies in the
 17 United States, and the market for the employment of writers and other artists in the
 18 United States, by eliminating agency-affiliates as competitors with traditional studios.

19 52. WGA's unlawful boycott has also unreasonably restrained competition
 20 in the market for writer representation services in the United States, excluding the
 21 majority of talent agencies from the market and preventing writers from working with
 22 agents of their choice. There are no substitutes for the representation services provided
 23 in this market and there is no cross-elasticity of demand with managers or lawyers or
 24 other potential representatives because, under California, New York, and a number of
 25 other state laws, only licensed talent agents may independently procure employment
 26 for writers in their negotiations with studios. WGA's boycott has also conferred an
 27 anticompetitive benefit on those who remain in the market, including talent agencies

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1 that have combined with the WGA and unlicensed lawyers and managers working
 2 pursuant to the WGA's purported delegation of authority.

3 53. There is no pro-competitive justification for banning agency packaging
 4 and agency-affiliate content production and distribution, much less a justification
 5 outweighing the anticompetitive effects. Here, the only competitive effect of the
 6 challenged restraints is to eliminate UTA and other agencies who refuse to sign the
 7 Code of Conduct as competitors in the relevant markets. These restraints on their face
 8 thus reduce—not enhance—competition. And even if there were some pro-
 9 competitive justification for WGA's boycott, WGA could achieve any such objective
 10 through far less restrictive alternatives, such as tailored regulations addressing
 11 conflicts of interest of the type in the AMBA or in ATA's proposal.

12 54. UTA has suffered and will continue to suffer irreparable antitrust injury
 13 to its business and property as a direct and proximate result of WGA's unlawful
 14 conspiracy. WGA's group boycott has caused UTA to lose work, clients,
 15 commissions, and packaging fees that it would have earned absent WGA's illegal
 16 conduct. Damage to UTA as a result of WGA's unlawful conduct is ongoing, and
 17 UTA will prove the amount of damages it has suffered as a result of WGA's antitrust
 18 violation at trial. WGA's boycott has also harmed artists and consumers by reducing
 19 output of new shows.

20 55. WGA's group boycott is not exempt from the antitrust laws because (1)
 21 WGA has combined with non-labor entities to enforce and sustain its boycott, and (2)
 22 WGA's boycott is not in furtherance of a legitimate union interest. WGA's blanket
 23 ban on packaging and agency content affiliates goes far beyond the labor market for
 24 writer services and does not fall within WGA's labor law authority, nor does it bear
 25 any resemblance to traditional collective bargaining activities.

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PRAYER FOR RELIEF

WHEREFORE, UTA respectfully requests that the Court enter judgment against WGA:

1. Declaring that WGA's bans on agency packaging and content affiliates, and concerted refusal to deal and group boycott to enforce these bans, is an illegal contract, combination, or conspiracy constituting an unreasonable restraint of trade in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1;
2. Permanently enjoining the challenged conduct;
3. Awarding UTA treble damages for the injury caused by WGA, in an amount to be proven at trial;
4. Awarding UTA its costs and attorney's fees, in an amount to be proven at trial;
5. Awarding pre-and post-judgment interest at the maximum rate allowable; and
6. Ordering such other and further relief as the Court may deem just and equitable.

Dated: June 27, 2019

Respectfully submitted,

IRELL & MANELLA LLP

MITCHELL SILBERBERG & KNUPP
LLP

By: /s/ Steven A. Marenberg
Steven A. Marenberg

Attorneys for Plaintiff
United Talent Agency, LLC

DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38, Plaintiff UTA demands trial by jury on all issues so triable.

Dated: June 27, 2019

Respectfully submitted,

IRELL & MANELLA LLP

MITCHELL SILBERBERG & KNUPP
LLP

By: /s/ *Steven A. Marenberg*

Steven A. Marenberg

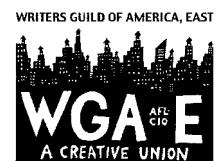
Attorneys for Plaintiff
United Talent Agency, LLC

Exhibit A

WRITERS GUILD OF AMERICA
**ARTISTS' MANAGER
BASIC AGREEMENT
OF 1976**



WRITERS GUILD OF AMERICA, WEST
7000 WEST THIRD STREET
LOS ANGELES, CALIFORNIA 90048



WRITERS GUILD OF AMERICA, EAST
555 WEST 57TH STREET
NEW YORK, NEW YORK 10019

THIS AGREEMENT (herein called "basic agreement") entered into between WRITERS GUILD OF AMERICA, EAST, INC. and WRITERS GUILD OF AMERICA, WEST, INC. on the one hand, and ARTISTS' MANAGERS GUILD,* on the other (each of which is sometimes herein referred to as a "principal party"),

WITNESSETH:

WHEREAS Writers Guild of America, East, Inc. (WGAE) is a non-profit New York corporation and Writers Guild of America, West, Inc. (WGAW) is a non-profit California corporation; WGAE and WGAW are labor organizations whose memberships consist of persons engaged in rendering services as writers in the fields of radio, television or motion pictures within the jurisdiction of WGAE and WGAW and in selling, leasing, licensing, assigning or otherwise disposing of literary materials or any rights therein (herein and in Rider W called sale of literary material) in the fields of radio, television or motion pictures. WGAE and WGAW by agreement act as one organization and therefore unless otherwise indicated in this agreement and in the form marked 1976 Rider W (attached hereto and made a part hereof and hereinafter referred to as Rider W) may be referred to collectively as Writers Guild of America or WGA;

WHEREAS Artists' Managers Guild (AMG) is a non-profit California corporation whose membership consists of persons acting as Artists' Managers, Agents or Representatives (herein referred to as "Artists' Managers") for various persons, including but not being limited to writers rendering services in the fields of radio, television or motion pictures within the jurisdiction of WGA, and selling literary materials in the fields of radio, television or motion pictures;

WHEREAS the principal parties desire that a Code of Fair Practice be promulgated to introduce more uniform procedures into the relationship between WGA members and Artists' Managers who may elect to subscribe to such Code, to foster constructive practices in such relationships, and to minimize or eliminate any practices now mutually deemed undesirable in such relationships. The parties have adopted the provisions of this basic agreement and Rider W (referred to in the first paragraph of this agreement) as the means of achieving that end.

NOW, THEREFORE, the following shall be the agreement between AMG on the one hand and WGA on the other, and shall also be an agreement with such Artists' Managers as may subscribe hereto and by such subscription assume the obligations hereof:

1. DURATION AND TERMINATION.

(a) This agreement shall commence on September 22, 1976 and continue in effect until terminated as herein provided; provided, however, that any of the three principal parties shall have the right at any time to propose changes, amendments and modifications either in this agreement or in Rider W. Any such changes, modifications and amendments shall be thoroughly discussed and before they become effective must be agreed to by all three principal parties. Any changes, modifications and amendments agreed to by the principal parties will bind only subscribing Artists' Managers who agree thereto. Termination shall be by written notice and shall not be effective until the expiration of one (1) year from the date of service of such written notice of election to terminate, which notice may not be served prior to September 22, 1980. Proposals for a New Basic Agreement shall accompany notice of termination.

(b) If any of the three principal parties hereto elects to terminate this agreement as in subparagraph (a) above provided, any such termination shall be effective only as to the principal party so electing and this agreement shall remain in full force and effect with respect to the other principal parties hereto.

(c) Any material breach of this agreement by either WGAE or WGAW shall be imputed to the other. If either WGAE or WGAW materially breaches this agreement and as a result thereof AMG elects to terminate same (assuming it has a legal right to do so) such termination shall be effective as against both WGAE and WGAW. Either WGAW or WGAE or both may terminate this agreement for material breach by AMG.

(d) A standing committee of not more than twelve (12) members shall be appointed to consider and recommend to the principal parties proposed changes, modifications and amendments to this agreement and to Rider W. Recommendations by the standing committee shall be given due consideration by the principal parties hereto and every reasonable effort made to comply therewith but such recommendations shall have no binding force or effect on any of the principal parties to this agreement. AMG shall appoint six and WGAW and WGAE shall each appoint three representatives to the Committee.

The members appointed to the standing committee shall be equally divided between the East and the West. Meetings of the standing committee shall be held at a time and place mutually convenient to the standing committee members. One member representing each of the principal parties shall constitute a quorum at a meeting of the full standing committee.

The members of the standing committee residing in the East shall constitute the Eastern subcommittee. The members of the standing committee residing in the West shall constitute the Western subcommittee. The subcommittees shall meet

*California Labor Code Sec. 1077.2 et seq were amended effective January 1979 to change the terminology "artists managers" to "talent agencies". Artists Managers Guild has changed its name to Association of Talent Agents. Wherever "artists manager(s)" appears in this agreement including its exhibits and Rider W, it shall be deemed to mean and include "talent agent(s)" or "talent agency(s)".

in their respective areas at a time and place mutually convenient to the subcommittee members. One member representing AMG and one member representing WGAW shall constitute a quorum at a meeting of the Western subcommittee. One member representing AMG and one member representing WGAE shall constitute a quorum at a meeting of the Eastern subcommittee.

2. INDIVIDUAL CONTRACTS – RIDER W.

This agreement is entered into for the benefit of members of WGA both present and future, and for the benefit of all Artists' Managers who subscribe to this agreement, including but not being limited to members of AMG, both present and future, who subscribe to this agreement. Each subscribing Artists' Manager agrees that in dealing with WGA members Rider W shall be deemed to be a part of any Artists' Manager contract between the subscribing Artists' Manager and a WGA member covering his services as a writer in the fields of radio, television or motion pictures within the jurisdiction of WGA and the sale of his literary materials in the fields of radio, television or motion pictures, whether Rider W is physically affixed to said contract and whether such contract be in existence on the date the Artists' Manager executes this agreement or thereafter. Where Rider W is not physically affixed to such Artists' Manager contract, such contract may contain appropriate reference to the applicable form of Paragraph 4 of Rider W and any names of persons inserted in connection with such reference shall have the same force and effect as if inserted in Paragraph 4 of Rider W or Artists' Manager may otherwise notify writer of the names inserted. The provisions of Rider W shall not be retroactive, but shall become effective as of the date the Artists' Manager subscribes to this agreement or to the prior letter agreement dated October 26, 1976 as of September 22, 1976. As to contracts in existence on the date each Artists' Manager subscribes to this agreement, the 90 day period referred to in Paragraph 7 of Rider W, and all of the other provisions thereof, shall commence on such subscription date, provided, however:

- (a) With respect to any Artists' Manager contract between a Writer and an Artists' Manager executed prior to the effective date of this agreement, the Writer may serve a written request on the Artists' Manager requesting that the names of persons be inserted in Paragraph 4 of Rider W and, upon receipt of such request, the Artists' Manager will insert therein the names selected by Writer. Any failure on the part of the Artists' Manager to insert said names without prior written request from the Writer shall not be deemed to be a breach of such Artists' Manager contract or Rider W and, until such request is made and such names are so inserted, the provisions of said Paragraph 4 shall not be effective for any purpose as to prior-executed representation agreements.
- (b) The modification of the length of the term of Artists' Manager contracts as set forth in Paragraph 1 of Rider W shall not apply to contracts existing on Artists' Manager's subscription date, provided that the remaining term of existing contracts may not be longer than a period of two and one-half (2½) years from June 5, 1975. As to literary materials delivered by Writer to the Artists' Manager prior to such subscription date, the one (1) year period referred to in Paragraph 1(c) of Rider W shall be deemed to commence on the subscription date.
- (c) Any act or omission of an Artists' Manager prior to the date of subscription to this agreement shall be deemed a breach of an Artists' Manager contract only if it would have been a breach of such contract as it existed, that is, without Rider W, at the time of such act or omission. In other words, the modification of an Artists' Manager contract by the provisions of Rider W is not retroactive as to acts or omissions before the date of subscription to this agreement by an Artists' Manager.
- (d) With respect to Commissions on residual compensation, the right to such commissions on all employment contracts entered into after September 22, 1976 including contracts entered into prior to the subscription date hereof will be governed by Paragraph 3 (d) of Rider W.
- (e) Terms and provisions of the 1976 Basic Agreement shall apply to all representation agreements now in effect, except as provided in Subparagraph 1(f) of Rider W, except as hereafter expressly stated, and except that the 1964 Agreement shall continue to govern the rights, including commissions, and duties of writers and Artists' Managers with respect to deals negotiated for writers prior to the effective date of the 1976 Basic Agreement.

3. ARBITRATION.

- (a) In the event of any controversy between any of the parties hereto, including subscribing Artists' Managers, concerning performance or construction of this agreement, such controversy shall be set forth in writing delivered to the other party or parties to such controversy by the person initiating such proceeding.
- (b) An arbitration tribunal shall determine all controversies submitted. If WGA contends that a subscribing Artists' Manager has committed a material breach of this agreement and the arbitration tribunal determines such contention to be a fact, the arbitration tribunal shall have power to determine the appropriate penalty for such breach up to and including removal from the list of subscribing Artists' Managers, provided, however, that any casual or inadvertent breach by an Artists' Manager shall not be deemed a breach of this agreement and, in no event, may an Artists' Manager be removed from the list of subscribing Artists' Managers unless the arbitration tribunal shall determine that the breach is such that it should disqualify the Artists' Manager as being fit to engage in the business of an Artists' Manager. No breach of this

agreement by an Artists' Manager shall be considered material unless within ten (10) days after WGA acquires knowledge thereof, or of facts sufficient to put WGA upon notice of any such breach, WGA serves written notice thereof upon the Artists' Manager and the Artists' Manager does not cure said breach within twenty (20) days after receipt of such notice. AMG and WGA shall each be entitled to participate in any arbitration proceeding involving a subscribing member of AMG. If any subscribing Artists' Manager is removed from the list of subscribing Artists' Managers, such action (as distinguished from the grounds for such action) shall not of itself be cause for termination of any contracts between such subscribing Artists' Manager and his clients; and the pendency or determination of any such arbitration shall not prevent or impede any arbitration or other proceeding between a Writer and such subscribing Artists' Manager relating to the same or other subject matter.

(c) All awards shall be final and neither WGA, AMG, nor any subscribing Artists' Manager who is a party to an arbitration shall have any recourse to the courts save and except for the sole purpose of:

- (i) having the award confirmed by law; or
- (ii) objecting to such proposed confirmation on the grounds permitted by law, provided, however, that

where an injunction, specific performance, declaratory relief or other similar equitable relief is sought, any of the principal parties may have recourse to the courts notwithstanding the provisions of this subparagraph.

4. NO INTERFERENCE WITH ACTIVITIES UNDER THIS AGREEMENT.

(a) It is agreed that (except in conformity with an arbitration award or court decision pursuant to Paragraph 3 hereof) neither WGA nor AMG as organizations or by a combination of any or all of the members of any of the organizations, operating through any instrumentality of such organizations, will, directly or indirectly, prior to the effective termination date of this agreement, pass any rule, establish any policy, enact any by-law, make any order or take any step, official or unofficial (whether any such action purports to be effective before or after the effective termination date of this agreement), which will, directly or indirectly, affect this contract, Rider W, or any relationship of subscribing Artists' Managers with WGA's members, or which may or will tend to otherwise affect any rights of WGA, AMG or any then subscribing Artists' Manager to contract or otherwise deal freely with one another in connection with the rendition of writers' services within the jurisdiction of WGA or the representation of literary materials, or which will in any way subject subscribing Artists' Managers to any discrimination whatever in dealing with WGA's members prior to the effective date of termination of this agreement as herein provided. None of the three principal parties hereto (WGAE, WGAW and AMG) will evade, circumvent or violate, or seek to evade, circumvent or violate the provisions of this paragraph, either directly or indirectly, nor will any of the four principal parties hereto permit such evasion, circumvention or violation through channels of any controlled, allied or affiliated person or organization.

Each party to any litigation or arbitration shall bear its own costs, expenses and legal fees. In the case of an arbitration, the cost of the third arbitrator referred to in the Rules Governing Arbitration and the cost of arbitration facilities shall be divided equally among the parties to the arbitration.

(b) Nothing herein shall impose any obligation on WGAW, WGAE or AMG to refrain from notifying its respective members of the subject of disagreement, if any, during the course of negotiation or of the delivery of any termination notice and its effective date. Nothing herein contained shall prevent any principal party from communicating to its members and/or clients its views as to construction of this agreement, or differences of opinion among the principal parties respecting this agreement, or of preparations for negotiations for subsequent agreements, or of any other matters relating to the concern and interests of such members and clients. However, no party shall by means of such communication, request or suggest a course of action for or induce its members to act in any way that would constitute a breach of this agreement or of the individual agreements between Artists' Managers and writers.

(c) During the term of this agreement WGAW agrees not to enter into any contract, agreement or arrangement (hereinafter referred to as a more favorable agreement) with any other person, firm or corporation which will confer upon such person, firm or corporation any benefit within the scope of this agreement and in the sphere of the relationship between WGA members and Artists' Managers functioning as such, which Artists' Managers subscribing hereto do not have or which benefits are not given to Artists' Managers subscribing hereto by WGAW contemporaneously with WGAW's conferring any such benefits on any other such person, firm or corporation. If WGAW does enter into any more favorable agreements, all subscribing Artists' Managers shall automatically be given the benefits thereof. This Paragraph 4(c) shall not apply with respect to any agreement in existence prior to the subscription date of this agreement by the principal parties between WGAW and any person, firm or corporation, nor shall this Paragraph 4(c) apply to a more favorable agreement between WGAW and any Artists' Manager which shall have an agreement with WGAW as of said subscription date unless and until such Artists' Manager shall subscribe hereto, whereupon this Paragraph 4(c) shall apply with respect to any more favorable agreement thereafter entered into between WGAW and any such Artists' Manager. This Paragraph 4(c) shall apply to WGAE upon its subscription to this agreement provided, however, that this Paragraph 4(c) shall not bind WGAE

as to more favorable agreements entered into by WGAW nor bind WGAW as to more favorable agreements entered into by WGAE unless both WGAW and WGAE shall enter into the same or identical more favorable agreements. Any agreement between Writers Guild of America, East, Inc. (WGAE) and Incorporated Society of Authors' Representatives (SAR) entered into during the term hereof shall not be deemed a more favorable agreement hereunder.

5. AGREEMENT VOLUNTARY.

Nothing herein contained shall require WGA to compel its members to be represented by subscribing Artists' Managers nor shall anything herein contained require any of AMG's members to become subscribing Artists' Managers or bind them to this agreement unless individual AMG members subscribe hereto.

6. SCOPE OF AGREEMENT.

This Agreement and Rider W shall be applicable to and shall govern the relationship between the Artists' Manager and Writer with respect to the Writer's services and with respect to literary materials as defined herein (and shall not govern the relationship between an Artists' Manager and Writer in other areas), as is herein provided. As used herein, the term "Writer" shall be deemed to mean any writer who is a member of the WGA and who is either an American citizen (regardless of where such writer may be resident) or who is a resident of the United States of America (regardless of whether such writer is an American citizen), and shall be deemed to include and govern the representation by Artists' Manager of "Loan-out companies" (as such companies are defined in Article 3 of the 1973 WGA-MBA) and all employment and materials agreements of writers made through loanout agreements. As to writers who are members of the WGA but who are neither American citizens nor residents of the U.S.A., this agreement and Rider W shall apply to any employment for services rendered or to be rendered in the U.S.A. and to the sale of literary materials entered into in the U.S.A. where such services or sale would be within the scope of this agreement but for the lack of United States residence or citizenship of the writer.

(a) **Services.** The Basic Agreement and Rider W shall govern and be binding upon subscribing Artists' Managers and Writer-Clients of an Artists' Manager who are members of the WGA with respect to the representation of such Writer's services rendered in the fields of radio, television or motion pictures. AMG shall not be deemed to have approved or disapproved of either the scope or any of the terms of WGA's collective bargaining agreements.

Neither the Basic Agreement nor Rider W shall relate to the representation of a Writer's services except as provided above. When a WGA member performs multiple services which include services other than writer services (whether or not any other guild or union has jurisdiction over the non-writing services), the provisions of this agreement and Rider W shall apply only to the writing services and shall not apply to non-writing services.

(b) Materials.

A. The Basic Agreement and Rider W shall govern and be binding upon subscribing Artists' Managers and Writer-Clients of Artists' Managers who are members of WGA with respect to representation by Artists' Manager of literary materials as hereinafter defined. As used herein, the term "literary materials" shall mean literary materials, written by the Writer, of all kinds and forms written under employment or available for sale in the fields of radio, television or motion pictures, excluding only materials initially written for a medium other than radio, television or motion pictures, and previously sold, published or produced in such other medium. Neither the Basic Agreement nor Rider W shall cover or govern the representation of literary materials in any other areas including, without limitation, the publishing field and the legitimate stage field.

B. Any specific literary materials as to which rights therein are sold, leased or licensed in a field other than radio, television or motion pictures prior to any sale in the fields of radio, television or motion pictures shall conclusively be deemed to be excluded from the term literary materials within the meaning of the Basic Agreement and Rider W as of the date of such sale. A sale which contains a grant of radio, television and/or motion picture rights subsidiary to a primary grant of other rights shall be deemed to be a sale in a field other than radio, television or motion pictures.

C. During such periods of time as a Writer-Client has instructed the Artists' Manager in writing not to solicit a sale (and the Artists' Manager has not solicited any sale) of specific literary materials in the fields of radio, television or motion pictures, the one-year period referred to in Paragraph 1 (c) of Rider W shall be deemed not to run. Notwithstanding the immediately preceding sentence, however, and subject only to Paragraph 6 (b) B above, any sale of such literary materials in the fields of radio, television or motion pictures and any solicitation for such a sale of such literary materials shall be governed by the Basic Agreement and Rider W, and the terms and conditions of the Basic Agreement and Rider W shall apply thereto including, without limitation, the provisions relating to maximum commissions, fiduciary obligations, correspondent agents and arbitration.

D. Subject to subparagraph B above, with respect to literary materials specifically written for legitimate stage production or as a novel, the one-year period specified in Paragraph 1 (c) of Rider W shall not commence to run until the date upon which such literary materials are offered for sale in the fields of radio, television or motion pictures.

E. A solicitation for a sale limited to obtaining pre-production financing for a stage production shall not be deemed to be a solicitation of a sale in the fields of radio, television or motion pictures within the meaning of subparagraph C above nor shall any such solicitation be deemed to be an offering for sale in the fields of radio, television or motion pictures within the meaning of subparagraph D above.

F. **Joint Property.** When two (2) or more Writers jointly create a property and they do not have the same Artists' Manager, the Writers may select which Artists' Manager will represent the property, and the Artists' Managers shall share the overall commission. In no event will Writers pay more than a total of ten percent (10%) commission on any sale or license of the property.

(c) Package Representation.

A. WGA has asserted that the services of Writers in the fields of radio, television and motion pictures are connected with and affected by the packaging representation of Writers and others by Artists' Managers, that the representation of Writers' services and the obtaining of employment for Writers is affected by such packaging representation of Writers and others, and that WGA has a legal right to bargain collectively on such subject with AMG and Artists' Managers. AMG and its members have in turn asserted that under the law, as they are informed the law applies to the present situation, labor organizations may not collectively require Artists' Managers to agree to the regulation of the representation of Writers and others as owners of television packages, hereinafter referred to as "packaging representation agreements". The parties hereto agree that nothing in this agreement or in Rider W shall be deemed to affect or prejudice the respective positions of WGA or of AMG and its members as to said difference of position.

The arrangements set forth in this agreement and Exhibit N, so far as they affect packaging representation, constitute a mutual voluntary accommodation by each party of the practical needs which each party considers its members may face with respect to the arrangements under which Artists' Managers represent writers for services or sale of literary materials or for packaging and then only with respect to Writer-members of the WGA in their writing capacities who are represented by the subscribing Artists' Manager and whose writing services and/or materials are or may be utilized in connection with a package program represented by the same Artists' Manager. Subject to the provisions of this paragraph 6(c) and Exhibit N, the parties specifically agree that any member of the WGA and any subscribing Artists' Manager shall be free to contract one with the other on any terms as to which they may agree regarding the representation of television or radio package programs, as distinguished from the representation of a Writer's services or literary materials.

B. An Artists' Manager who desires to enter into packaging representation agreements with Writers or who represents Writer-clients in the submission of their writing services and/or materials to a package program also represented by the Artists' Manager, shall annually pay a franchise fee (herein referred to as a "Negotiator's Fee") to be used to fund the fees and cost of the WGA Negotiator, as hereafter described in Exhibit N. The fee for the first year shall be Two Thousand Five Hundred Dollars (\$2,500.00). Said annual fee shall be paid by the Artists' Manager as provided in Exhibit N and on each twelve (12) month anniversary hereafter, and no Artists' Manager may enter into a packaging representation agreement with a Writer and/or represent the Writer or his material in connection with a package program which the Artists' Manager represents unless said Artists' Manager shall have paid the annual Negotiator's Fee and shall agree to and shall be bound by the provisions of Exhibit N.

C. For purposes of this Paragraph 6(c), the fee, commission or compensation which may be received for the representation by an Artists' Manager of a television program or series or for the representation of a group of the major talent or star components of a television program or series (all hereafter simply "the package"), as distinguished from the representation of the Writer's services or literary materials, is termed "package commission". Package commission as used herein shall also include any and all fees, commissions and/or compensation (other than a percentage of the compensation paid to clients of the Artists' Manager for their services) based on or related to said Writers' services or materials connected with the package, including by way of illustration but not limitation "package fee", "sales fee", "finder's fee", "consultant's fee", or any other fee based on or related to the package. Nothing herein contained shall limit or affect, directly or indirectly, the amount of such "package commission".

D. An Artists' Manager who enters into such packaging representation agreements shall be contractually committed in substance to make available his services to the package owner-client.

1. In assisting his client in bringing together key elements of the package program with the purpose of creating a product for sale and be contractually committed to make available his services in assisting in the negotiation of agreements in connection therewith.
2. To advise and consult with the client as to the creation and/or development and/or production of the package program as such matters relate to the licensing or sale thereof.

3. In connection with soliciting and negotiating agreements with respect to the sale or exploitation of the package program and shall render advice to client with respect thereto.

Unless the Writer specifically agrees in writing, it shall be a violation of this agreement for any Artists' Manager to seek or obtain a commission or other fee from a person other than his Writer-client as part of the negotiation of employment or sale of material of or for said Writer. However, the foregoing sentence shall not be applicable where the Artists' Manager shall have previously agreed to represent the package program or has a packaging representation agreement with the Writer.

E. Artists' Manager shall not at any time require any Writer to sign a package representation agreement as a condition of representing said Writer for writing services or materials; but nothing herein shall prevent an Artists' Manager from requesting a Writer to sign a package representation agreement, provided that prior to or at the time of said request the Artists' Manager notified Writer of the WGA Negotiator and of the Writer's right to consultation with and representation by the Negotiator with respect to the Writer's negotiation and entry into any package representation agreement with the Artists' Manager. Except as described in Paragraph 7(g) of Rider W, a packaging representation agreement with a Writer shall terminate whenever a Writer's representation agreement for services terminates.

Notwithstanding the foregoing, it is further agreed that in the event the Basic Agreement is terminated prior to September 22, 1983, package representation agreements in effect at that time may remain in effect in accordance with their terms provided that the Writer, pursuant to his ownership of a package program covered by a package representation agreement, is then receiving from said package program not less than the respective sums referred to in Paragraph 7 of Rider W as amended by the 1976 Agreement. In all other cases, package representation agreements relating to a Writer's services and/or materials shall terminate on the date of termination of the 1976 Basic Agreement, but WGA will not prevent or issue any work rule or order prohibiting any member from executing a new package representation agreement during the period from the expiration of said 1976 Agreement until September 22, 1983, subject however, to the provisions of Paragraph 6(c) of this 1976 Agreement and Exhibit N.

F. A WGA-Agency Negotiator shall be designated by the parties as provided in Exhibit N. The Negotiator's functions, the rights of Writers with respect thereto, the funding of the cost of operation of the Negotiator, and the agreement of the parties with respect thereto are more fully set forth in Exhibit N hereto.

G. Artists' Manager shall not be entitled to and shall not receive any commission from a Writer-client based on the compensation received by said client from any package owner or client engaged in packaging who is represented by the Artists' Manager with respect to said package program.

H. Where Artists' Manager represents a package or packager, Artists' Manager shall not be entitled to any commission based upon Writer's services or materials in connection with a pilot script written for a package program represented by the Artists' Manager, whether said script is produced or not.

I. Notwithstanding the provisions of Paragraph 1(a) above, the provisions of this Paragraph 6(c) shall remain unchanged until September 22, 1983, except that there shall be an annual review of the Negotiator's function and of his funding, as provided in Exhibit N.

7. SEPARABILITY.

In the event that a court or governmental agency or body, with jurisdiction so to do, formally rules or declares that any part of this agreement or Rider W violates any law of the jurisdiction in which said court, governmental agency or body is located, any portion of this agreement or Rider W which violates said law shall be invalid, but this agreement and each Artists' Manager contract made or performable in said jurisdiction will continue to be enforceable between the Artists' Manager and the Writer concerning all provisions therein contained except only those set forth in this agreement and said Rider W which violate any such law.

8. ARTISTS' MANAGER'S FIDUCIARY OBLIGATIONS TO WRITERS — EXAMPLES.

A failure by the Artists' Manager to fulfill a fiduciary obligation shall not be deemed necessarily a material breach per se of the Basic Agreement or of Rider W nor shall anything herein prevent any principal party, Writer or Artists' Manager from showing in any arbitration or other proceeding any other fiduciary obligation or any facts relating to the alleged breach thereof. In the event there shall be a dispute with respect to any of the provisions of this paragraph, the arbitration provisions of Paragraph 3 hereof and Paragraph 2 of Rider W shall be applicable thereto.

(a) The Artists' Manager will not knowingly negotiate or approve on behalf of the Writer-Client any employment agreement or contract of sale of literary materials within the scope of Rider W if such employment agreement or contract violates a WGA collective bargaining agreement or working rule, a copy of which theretofore has been supplied by WGA to the Artists' Manager, unless the Writer-Client, after having been informed by the Artists' Manager of such violation, nevertheless expressly requests the Artists' Manager to so negotiate or approve.

(b) The Artists' Manager shall not require a Writer-Client to execute a release form with respect to any literary material owned by the Writer-Client submitted by such Writer-Client to the Artists' Manager, if such literary material is within the scope of Rider W. Nothing herein shall be deemed to prevent an Artists' Manager from submitting to the Writer-Client release forms required by any third party.

(c) The Artists' Manager shall not communicate to others information relating to the affairs of the Writer-Client which the Writer-Client has requested the Artists' Manager not to communicate to others. However, the foregoing shall not prohibit the Artists' Manager from divulging any information in the course of the Artists' Manager's testimony in court or arbitration or before a government body or official or accredited representative of a government body or official.

(d) Upon request by a prospective Writer-Client made during active negotiations between the Artists' Manager and such Writer-Client for a representation agreement, the Artists' Manager will disclose to said prospective Writer-Client the names of other writers represented by the Artists' Manager that the Artists' Manager reasonably and in good faith deems competitive to the prospective Writer-Client. However, such disclosures need not be in writing.

(e) The Artists' Manager shall act with reasonable diligence, care and skill at all times in the interest of his Writer-Client and shall not act against his Writer-Client's interest. He shall consult with said Writer-Client at reasonable times and intervals during normal business hours and shall advance and protect the interest of said Writer-Client in the radio, television and motion picture fields in which he is authorized to represent said Writer-Client under the terms of Rider W. The Artists' Manager shall act only within the limits of his authority and shall keep Writer-Client informed of the progress made on his behalf.

(f) At the written request of the Writer-Client, the Artists' Manager shall give the Writer-Client, in writing, information stating what efforts the Artists' Manager has made on behalf of the Writer-Client within a reasonable time preceding such request, and the Artists' Manager shall inform the Writer-Client of the status of all negotiations made on behalf of the Writer-Client during such period and reasonable details as to the terms of the deals being negotiated, if any. Such information shall include the names of persons talked to by the Artists' Manager on behalf of the Writer-Client with an approximate date of each such conversation.

(g) The Artists' Manager shall deliver to the Writer-Client or WGA at the Writer-Client's request, an extra copy of any employment contract of the Writer-Client supplied to the Artists' Manager by signatories to WGA's collective bargaining agreements.

(h) The Artists' Manager shall notify the Writer-Client promptly of all communications for the Writer-Client received by Artists' Manager, and with respect to credit notices shall notify the Writer-Client not later than the next following business day after receipt thereof by the Artists' Manager.

9. ADMINISTRATION OF RESIDUAL COMMISSIONS.

Upon written request of Artists' Manager, WGA will advise Artists' Manager of receipt of above-scale residual compensation monies received by Writer pursuant to employment contracts or contracts for the sale of literary material entered into subsequent to September 22, 1976, as reflected in WGA records. In no event will WGA be required to participate in any collection procedures against writers.

WGA agrees that, at the specific written request and authorization of a Writer-Client, it will mail checks for over-scale residuals and royalty plan payments to the Artists' Manager; said written request, signed by the Writer, shall specify the particular episode or episodes and series as to which the Writer is entitled to over-scale payments which he desires sent to the Artists' Manager. No casual or inadvertent breach of the provision relating to the mailing of checks to the Artists' Manager shall be deemed to constitute a breach hereunder by WGA.

10. DELIVERY OF CONTRACTS TO WGA.

Where the Artists' Manager enters into a written Artists' Manager's contract with a Writer-Client within the scope of Rider W, Artists' Manager, within fifteen (15) days after execution, shall furnish a copy thereof to WGA. WGA agrees to hold confidential all information obtained by it under the provisions of this paragraph. However, the foregoing shall not prohibit WGA from divulging any information in the course of testimony in court or arbitration or before a government body or official or accredited representative of a government body or official.

11. SIGNATORIES.

The terms and conditions of this agreement shall be applicable as to WGAW, WGAE and AMG upon the date of its execution by WGAW and AMG.

This agreement shall be effective as to each subscribing Artists' Manager on the date the Artists' Manager subscribes hereto.

At any time after Sept. 22, 1978, any subscribing Artists' Manager may withdraw from this agreement upon one (1) year's written notice thereafter given to WGA and AMG; provided, however, that such withdrawal shall not affect either the rights of WGA members or the rights of said subscribing Artists' Manager with respect to any Artists' Manager contracts in existence on the effective date of such termination.

12. SECTION HEADINGS.

The headings of paragraph sections and other sub-divisions of this agreement are for convenient reference only. They shall not in any way govern, limit, modify, construe or otherwise have any legal effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 22 day of October, 1976, as of September 22, 1976.

WRITERS GUILD OF AMERICA, WEST, INC.
(on behalf of itself and its affiliate),
WRITERS GUILD OF AMERICA, EAST, INC.

By s/ Leonard Chassman
Leonard Chassman

ARTISTS' MANAGERS GUILD

By s/ Marvin Faris
Marvin Faris

The undersigned subscribing Artists' Manager has read the foregoing and hereby undertakes the obligations and assumes the duties and privileges therein set forth.

ARTISTS' MANAGER

Date of execution

By _____

EXHIBIT N

This is Exhibit N to the 1976 Artist's Manager-Guild Basic Agreement between Writers Guild of America, West, Inc. (on behalf of itself and its affiliate), Writers Guild of America, East, the Artist's Managers Guild (AMG) and each Artist's Manager who signs said Agreement (sometimes herein referred to as the "1976 Basic Agreement").

1. The parties hereby establish the Negotiators Fund ("Fund") and agree to open a bank account with the Bank of America National Trust and Savings Association ("Bank"). All fees (referred to herein as "Negotiator fees") paid by Artist's Managers pursuant to paragraph 6(c) "Packaging Representation" of the 1976 Basic Agreement shall be payable to the "Negotiator's Fund" and deposited into the above account. Said fees shall be paid over to Aileen Backofen or her substitute as designated by the Guild (care of WGA) as custodian for such Fund, who shall deposit said fees. The payments to the Negotiator from said Fund shall be by check drawn on said account signed either by Marvin Faris or by Michael Franklin, or their successors. Additionally, and as may be required, AMG shall pay to and deposit in said Fund sums sufficient to maintain at all times a balance of not less than \$7,500.00 in said Fund, but the payments required to be made by AMG to said Fund shall be limited and governed by the following:

(a) The total amount which AMG shall be required to pay to maintain said balance of \$7,500.00 shall not, during the year September 23, 1976 to September 22, 1977, exceed the difference between the aggregate sum of the Negotiator fees deposited in said Fund and \$100,000.00. Although the parties at this time do not know how often the Negotiator's services will be used, the parties acknowledge that the spirit of this agreement requires that enough money be contributed annually by the subscribing Artist's Managers to fund the Negotiator's function.

(b) During any twelve (12) month period subsequent to September 23, 1977, AMG shall not be required to pay any amount into said Fund it being understood that the parties (including representatives of WGA and of each signatory Artist's Manager who has paid fees to the Fund) agree to meet 30 days prior to each anniversary date (September 23 of each year of the term of the Basic Agreement to which this Exhibit N is attached) to review the monetary requirements of the Fund for the ensuing year. Such review may include a decrease or increase of annual Negotiator fees from each Artist's Manager, and AMG's obligation to the Fund, if any is agreed to. During said review the parties shall be entitled to review the functions of the Negotiator as well as his performance. For purposes of determining revisions in the amount of annual Negotiator's fees and the function, performance, selection, appointment and/or substitution of a Negotiator or Alternate Negotiator, the parties to this Agreement shall have the following votes: ICM – one vote; WMA – one vote; all other Artist's Manager signatories, as a unit – one vote; WGA – one vote. However, whenever the vote would result in a reduction of the subscribing Artist's Manager's individual contribution to the Fund or the replacement or removal of a Negotiator, all agents as a unit shall have one vote. In the event of an impasse the parties agree to be bound by all of the provisions relating to the Negotiator fees, performance, function and identity as existed during the immediately preceding year. It is understood that if the decision during which the impasse occurs takes place during a particular year of the term of this Agreement that the phrase "immediately preceding year" shall be deemed to mean that current year.

2. The parties hereby designate Sol Rosenthal as Negotiator, and Stuart Glickman as Alternate Negotiator. Each of said Negotiators shall be required to execute agreements in which they agree to serve as Negotiator pursuant to this Exhibit N. Said Negotiators shall serve for the year September 23, 1976 to September 23, 1977, and each term of appointment shall automatically be renewed from year to year for annual periods unless the parties agree to a substitution or elimination of either the Negotiator or the Alternate Negotiator at any time or as provided in paragraph 1.(b). Appointment of a successor Negotiator and/or Alternate Negotiator shall be by majority vote of the parties as provided in paragraph 1.(b).

3. The Writer shall have the right to consult with the Negotiator and to have the Negotiator advise him, and, if requested, to negotiate on his behalf:

- (i) Where an Artist's Manager desires a Writer client to sign a package representation agreement with it;
- (ii) Where the Writer's Artist's Manager represents an existing or projected "package" program, and the Writer is offered employment or an offer is made to purchase from him literary materials (in accordance with the 1976 AMG-Guild Basic Agreement) in connection with or by the "package" program in which the Writer does not have an ownership interest.

At the request of the Writer in either of said situations, the Negotiator shall consult with the Writer and, if requested to do so, shall negotiate with the agency with respect to the Writer's terms of packaging representation or with the packager with respect to his employment or sale of such materials. The Negotiator shall serve the interests only of the Writer without charge to the Writer, it being understood that the Negotiator shall be compensated only from the Negotiator's Fund.

4. The Negotiator's fees shall be computed upon an hourly basis, his rates to be negotiated in advance by the Guild and AMG. Statements for services rendered by the Negotiator shall be submitted to the WGA. Such statements shall state in detail the services he has rendered and shall include the names of the Writers, and agencies and/or package owners involved in the

particular matter. Copies of Negotiator's billings shall be sent to AMG, and to the agency involved. Negotiator shall be paid by the Fund for such billing two weeks after receipt, unless the Guild, AMG or the agency involved protest the amount of said billing. In the event of a protest, the Negotiator's billing shall be investigated and based upon the facts a decision shall be made by Marvin Faris or Michael Franklin (or their respective successors); the first such protest decision shall be made by Marvin Faris and the second by Michael Franklin and such decision shall alternate between them thereafter. Any such decision shall be final and binding on all parties.

5. By accepting their position as Negotiator and Alternate Negotiator, the negotiators agree that the availability of their services to Guild members pursuant to the provisions of the 1976 Agreement and this agreement shall constitute a first priority over any other services rendered by either or both of them. In the event that the Negotiator is unavailable or otherwise disqualified to render services to a Writer entitled hereto, he shall promptly inform the Writer and the Alternate Negotiator, and the Alternate Negotiator shall render the services provided hereunder. Billing by and payment to the Alternate Negotiator shall be as provided for above in paragraph 4. for the Negotiator.

6. Where an Artist's Manager requests a Writer-client or a prospective Writer-client (member of WGA) to sign a package representation agreement in the field of TV packaging, the Artist's Manager shall, either then, or when the Artist's Manager seeks to represent a package program to be owned by the Writer-client utilizing such client's writing services or materials, provide such Writer with a letter in the following form. Artist's Manager agrees that as a matter of procedure Artist's Manager will present such letter to the Writer-client at the time Artist's Manager requests the Writer-client to sign a package representation agreement in the field of TV packaging; but Artist's Manager unintentional failure to do so will not constitute a breach of this agreement.

"You have the right to have the WGA Agency Negotiator consult with you and if you so request, to negotiate on your behalf with respect to the terms of any package representation agreement covering your writing services or materials which agency asks you to sign. If you do not desire the services of the Negotiator please check the box below and sign this letter before signing the package representation agreement offered to you for signature and return same to us.

Artist's Manager

I do not desire the services of the Agency Negotiator.

(date)

The name and address of the Negotiator is available at WGA."

A true and correct copy of said letter signed by the Writer shall be promptly furnished to the WGA.

7. If the Artist's Manager represents the owner or owners of a specific TV package program, or special, or episodic television series, and a Writer-client of the Artist's Manager is employed to write material or to sell or license material (whether a pilot, teleplay, story, or any other form of written material), said Writer-client shall be entitled to utilize the Negotiator to advise and consult with him and if requested to negotiate for him. Accordingly, the agency representation agreement which the Writer enters into with the agency pursuant to which the agency represents his services and/or materials as a Writer shall contain a Rider attached thereto containing the following language:

"You are entitled to call upon and use the services of the WGA Agency Negotiator in connection with any or all proposed agreements where we represent the owners of a package program and you are offered employment (or an offer is made to purchase or license your literary material) in connection with said package program. The Negotiator may be called in to assist and advise you and, if requested by you, to negotiate said employment agreement and/or material agreement on your behalf at no cost to you. However, you may give us in advance a blanket authorization to negotiate agreements with such package programs on your behalf without the participation of the Negotiator by checking the box below and affixing your signature in the space provided. Said blanket authorization may be rescinded by you with respect to any particular negotiation by your simply contacting the Negotiator at the time.

Artist's Manager

I do not desire the services of the Negotiator in the circumstances referred to above.

Client's signature

The name and address of the Negotiator is available at WGA."

Exhibit A
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8. The Negotiator agrees to promptly inform the Artist's Manager and the Guild of all negotiations, consultations and other specific situations in which he has been called in by a Writer in accordance with the provisions of this Exhibit N.
9. Nothing in this Agreement shall in any way prevent any Artist's Manager from representing the owners of package programs, specials or episodic TV series or any other program. However, Artist's Manager shall first pay the Negotiator's fee before representing a Writer represented by the Artist's Manager for his employment or the sale of his materials under the circumstances covered by paragraph 6.(c) of the AMG-WGA Basic Agreement. Subject to the immediately preceding sentence any Artist's Manager-signatory to the 1976 Basic Agreement may pay to the Fund his first Negotiator's fee at any time during the term of said Agreement and his continued representation of TV packages thereafter shall be subject to the payment of annual Negotiator's fees on the anniversary date.

EXHIBIT Z

Writers Guild of America, West, Inc.
Writers Guild of America, East, Inc.
7000 West Third Street
Los Angeles, CA 90048

Gentlemen:

Reference is made to the Writers Guild of America – Artists’ Manager Basic Agreement of 1976, to which this letter is Exhibit Z, and to Paragraph 8 of 1976 Rider W which is attached to said Basic Agreement and is to be attached to all contracts between Writers and Artists’ Managers.

Subparagraphs (iv) and (v) of said Paragraph 8 (a) of said Rider W are therein stated as follows:

“8. MISCELLANEOUS (a) The attached contract may be terminated by Writer other than by reason of expiration of such contract for any of the following causes:

* * * * *

“(iv) If Artists’ Manager during any strike by WGA obtains employment or makes the sale of any literary material for any writer with a producer or other person as to whom WGA is on strike.

“(v) If Artists’ Manager represents a Writer who has been denied membership in WGA or whose membership in WGA has been revoked by reason of acts prejudicial to WGA’s welfare.

* * * * *

“SUBPARAGRAPHS (iv) AND (v) ABOVE (OR SUCH VERSION THEREOF AS IS APPROVED PURSUANT TO EXHIBIT Z) SHALL BECOME EFFECTIVE ONLY UPON THE RULING OF A NEUTRAL ARBITRATOR PURSUANT TO EXHIBIT Z OF THE BASIC AGREEMENT.”

We have agreed to submit to a neutral arbitrator the question of whether the above provisions may be validly enforced consistent with all relevant statutes and law, both Federal and State. We have further agreed that in the event that said provisions as presently drafted may not be validly enforced, the said arbitrator, as draftsman for the parties, may draft substitute provisions (subject, however, to the restrictions and limitations hereinafter set forth) which he believes may be validly enforced, and, if and to the extent that he does so, said substitute provisions shall be binding upon each of us and shall become part of Rider W. However, if said arbitrator rules that said subparagraphs (iv) and (v) may be validly enforced as set forth herein, the same shall be binding upon all of us as hereinabove set forth.

In making his determination of the validity of said subparagraphs, the arbitrator shall be subject to the following assumptions and conditions:

1) The arbitrator shall assume that the Guild shall be obligated to and shall notify in writing the Artists’ Manager referred to in each of said subparagraphs of the existence of any strike and of the identity of any “producer or other person as to whom WGA is on strike,” or of the identity of any “writer who has been denied membership in the Guild or whose membership has been revoked by reason of facts prejudicial to the Guild’s welfare,” and that said Artists’ Manager shall be entitled to rely and shall rely on such facts supplied by the Guild.

2) The arbitrator shall assume that said subparagraphs are and each of them is qualified by the language of Paragraphs 8 (b) and 8 (c) of Rider W as follows:

“8 (b) If a Writer serves a notice of termination for any of the above stated reasons, such termination shall become final upon the expiration of ten (10) days (excluding Saturday, Sunday and holidays) following the serving of such notice unless within such ten (10) days Artists’ Manager shall protest such notice. In the event that Artists’ Manager does protest such notice the determination of the existence of grounds for termination shall be made pursuant to the Rules Governing Arbitration of the Basic Agreement. If the Artists’ Manager protests a notice of termination under either Paragraphs 8 (a) (iv) or (v) or any approved version thereof, and if in the resulting arbitration it is determined that the Writer had grounds for termination thereunder then the Writer’s termination shall not be effective if the Artists’ Manager, within two business days after receipt of the arbitrator’s written award, terminates the representation (within the scope of the Basic Agreement) of the individual who is the subject of the basis for termination.

“(c) (i) It is expressly acknowledged that strikes of WGA and acts of members prejudicial to WGA’s welfare (referred to in Paragraphs 8 (a) (iv) and (v) do not and shall not include strikes and acts which have occurred prior to the subscription to the Basic Agreement by Artists’ Manager and that the provisions relating thereto do not and shall not relate to representation of any person in any bona fide capacity other than that of a Writer within the scope of this Rider W.

“(ii) Writer shall not have the right to terminate the attached contract pursuant to Paragraphs 8 (a) (iv) or (v), or any approved version thereof, until after Artists’ Manager shall have received written notice of the working rule involved, of the fact of a strike and the name of the producer against whom WGA is on strike, or of the fact that a client has been expelled or denied admission to membership in WGA.

“(iii) Writer may not terminate pursuant to the provisions of Paragraphs 8 (a) (iv) or (v), or any approved version thereof, unless

(1) Writer serves written notice upon Artists’ Manager of his intent to terminate, and

(2) Artists’ Manager fails, within ten (10) days to terminate its materials representation and services representation agreements within the scope of the Basic Agreement with the writer who is the subject of the basis for termination.

“(iv) Artists’ Manager on ten (10) days written notice may terminate this agreement if Artists’ Manager receives written notice from the WGA that Writer has been determined by WGA in accordance with its Constitution and By-Laws to have violated a WGA working rule or strike order or has been expelled by or denied membership in WGA. Such notice shall be conclusive upon Artists’ Manager and Writer as to the facts stated therein. The effect of any such termination shall be as determined by the neutral arbitrator in accordance with Exhibit Z of the Basic Agreement. It is further agreed that during the term of the attached contract Writer shall not breach any restraining orders or working rules of WGA and any such breach of the nature described in Paragraphs 8 (a) (iv) and (v) shall constitute cause for Artists’ Manager to terminate said attached contract pursuant to these provisions.

“(v) Writer acknowledges and agrees that Artists’ Manager is under no obligation to obtain employment with or make the sale of any literary material to a producer or other person as to whom WGA is on strike.”

3) The arbitrator shall assume that the hearing and disciplinary procedure provided by WGA’s Constitution and By-Laws provide and will provide due process to WGA members and that any person whose membership has been revoked has been accorded due process by WGA.

4) In the event that after the Guild’s notification the Artists’ Manager shall terminate the Writer referred to in subparagraph (iv) or (v) of Paragraph 8 (a) of Rider W, the arbitrator shall consider the subsequent rights and obligations of the Artists’ Manager to such terminated Writer to be the following:

(a) The Artists’ Manager shall have no further obligations or duties of any kind to such Writer (and such termination shall not constitute a breach of contract by the Artists’ Manager), but such Writer shall continue to be obligated to pay full commission to said Artists’ Manager in accordance with the provisions and during the term of the Artists’ Manager’s contract remaining (but for such termination) regardless of whether such earnings were attributable to employment or the sale of material procured by the Artists’ Manager.

If the arbitrator determines that subparagraphs (iv) and (v) are not validly enforceable because of the effect of subdivision (a) of this Paragraph 4, the arbitrator shall consider the effect of termination to be as set forth hereinbelow in subdivision (b).

(b) The Artists’ Manager shall have no further obligations or duties of any kind to such writer (and such termination shall not constitute a breach of contract by the Artists’ Manager), but should such Writer’s Guild membership be terminated as a result of the same facts giving rise to such a forced termination of the Writer’s agency contract, and subsequently such writer is admitted to membership in WGA or his membership in WGA is reinstated, then such Writer shall be obligated to reinstate such Artists’ Manager’s agency contract concurrently with such Guild reinstatement, and the remaining term of such agency contract shall be the period that such agency contract had to run as of the date of such forced termination to the same effect as if such term had been suspended and extended. If the arbitrator considers that such subparagraphs (iv) and (v) are not validly enforceable as a result of the effect of subdivision (b) of this Paragraph 4, the arbitrator shall consider the effect of termination to be as set forth hereinbelow in subdivision (c) of this Paragraph 4.

(c) The Artists’ Manager shall have no further obligations or duties of any kind to such Writer (and such termination shall not constitute a breach of contract by the Artists’ Manager), but should such Writer’s Guild membership be terminated as a result of the same facts giving rise to such a forced termination of the Writer’s agency contract, and, subsequently such Writer is admitted to membership in WGA or his membership in WGA is reinstated during the then unexpired term of such agency contract, such Writer shall be obligated to reinstate such agency contract concurrently with such Guild reinstatement but only for the then unexpired portion of the term of such agency contract, and if such agency contract would have expired by its terms prior to such Guild reinstatement there shall be no reinstatement of such agency contract.

If the arbitrator does not determine that subparagraphs (iv) and (v) are validly enforceable under the foregoing assumptions and conditions, he may revise the language of subparagraphs (iv) and/or (v) but only by restricting or limiting the same.

Such revisions, if any, may not operate to amplify or expand the scope of such provisions, but nothing herein contained shall prevent the arbitrator from revising the language to limit its application to particular fact situations, providing the foregoing conditions and assumptions are complied with with respect to said revisions. The arbitrator may also describe the purpose of said provisions and include such references to the radio, television and motion picture industry and the employment and representation of Writers therein as he deems appropriate, but such may not operate to amplify or expand the scope of the provisions. If the arbitrator finds that subparagraphs (iv) or (v) or both are validly enforceable he must find the effect thereof shall be as set forth in preferential sequence to Paragraphs 4 (a), (b) or (c) hereof.

If we fail to agree upon a neutral arbitrator within 90 days of the signing of this Exhibit Z, then either party hereto may petition the Superior Court of the State of California for the County of Los Angeles that it appoint an arbitrator in this matter, and the order of the Superior Court appointing said arbitrator shall be final and binding upon the parties, all parties hereby waiving their right to appeal therefrom.

If this letter correctly sets forth your and our agreement respecting said provisions (iv) and (v), and the arbitration concerning same, would you please sign below.

Very truly yours,
ARTISTS' MANAGERS GUILD
MARVIN FARIS

AGREED TO:

WRITERS GUILD OF AMERICA, WEST, INC.

By LEONARD CHASSMAN

WRITERS GUILD OF AMERICA, EAST, INC.

By LEONARD WASSER

1976 RIDER W

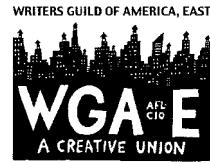
TO BE ATTACHED TO CONTRACT BETWEEN

(Referred to herein
as "Writer")

and

(Referred to herein as
"Artists' Manager")

APPROVED BY WRITERS GUILD OF AMERICA



The contract to which this Rider W is attached (referred to herein as "the attached contract") is hereby amended in accordance herewith. The provisions of this Rider W shall amend the attached contract in accordance with the agreement between WGA and AMG dated as of September 22, 1976 (herein called the "Basic Agreement"), but only insofar as said contract deals with services by an Artists' Manager to or on behalf of a member of WGA in the rendition of his services as a Writer and/or sale of literary materials in the fields of radio, television or motion pictures within the scope of this Rider W as defined herein. In case of any conflict between the attached contract and any provision of this Rider W, the provision of this Rider W shall prevail with respect to matters within the scope of this Rider W; but only to the extent that such provision of this Rider W is more advantageous to the Writer than the provisions of the attached contract; and where any provision of the attached contract is more advantageous than a provision of this Rider W, then such provision of the attached contract shall prevail. It is understood that the terms and provisions of the attached contract are not modified in any way whatsoever by the provisions of this Rider W or the Basic Agreement as to matters not within the scope of this Rider W.

1. TERM:

The following provisions shall determine the length of the term of the attached contract:

- (a) The term for a services representation agreement, whether initial or otherwise, shall not exceed two years.
- (b) [omitted]
- (c) The term for an initial materials representation agreement (whether separate from or in addition to a services representation agreement with Writer) shall not exceed two (2) years. If Writer has the right to and does terminate the services representation agreement he shall concurrently have the right to terminate the materials representation agreement, and any such termination of the materials representation agreement pursuant to the foregoing shall only terminate the materials representation agreement within the scope of this Rider W and with the same effect as if such materials representation agreement had expired by its own terms. Nothing in the foregoing shall limit the Writer as to any other rights of termination of the materials representation agreement, or the effect thereof. This Paragraph 1 (c) shall be subject to the following:
 - (i) As used in the following subparagraphs, the term "delivery" shall be deemed to mean the physical submission, in accordance with the provisions of Paragraph 11 hereof, of a specific individual piece of literary material in form sufficient to enable the Artists' Manager to submit such piece of literary material to prospective purchasers.
 - (ii) If an agreement for the sale of a specific piece of literary material delivered to Artists' Manager during the term of the materials representation agreement is not entered into within the period of one (1) year after the date of such delivery, then either Writer or Artists' Manager thereafter shall have the right to give written notice to the other withdrawing said piece of literary material from further representation by Artists' Manager. Such withdrawal shall be effective fourteen (14) days after receipt by the party to whom such notice is sent and Artists' Manager shall have no right to any commissions with respect to any sale of said piece of literary material thereafter made, except as provided in Paragraphs 3 (e) (i) and 8 (e) of this Rider W. Nothing contained herein shall be deemed to restrict the Writer and Artists' Manager from agreeing in writing between themselves that a piece of literary material be deemed re-delivered to Artists' Manager, so that the one (1) year period may again commence to run.
 - (iii) In the event that Writer, after the withdrawal of a piece of literary material from further representation by Artists' Manager pursuant to subparagraph (ii) hereof, shall thereafter, during the term of a services representation agreement between Writer and Artists' Manager, enter into an agreement for the sale of such piece of literary material and in such

transaction Writer is required to render writing services within the scope of this Rider W and the Basic Agreement on or in connection with such piece of literary material, then Artists' Manager shall have no right to any commission with respect to any compensation paid to Writer for such services, provided that Artists' Manager hereunder shall not be required to render any services in connection with such agreement or its performance by Writer. The period of time during which Writer is engaged in rendering such services shall be eliminated in computing the ninety (90) day period referred to in Paragraph 7 of this Rider W.

(d) Termination or expiration of this Rider W shall not affect the obligation of the Writer to pay commissions to the Artists' Manager after such termination or expiration in accordance with the terms and provisions of the attached contract and this Rider W and shall not affect any terms and provisions of the attached contract not expressly covered by this Rider W.

(e) Notwithstanding the provisions of (a), (b) and (c) above, the attached contract between Writer and Artists' Manager shall in any event terminate not later than nine (9) months after termination of the 1976 Basic Agreement unless prior to the expiration of said nine (9) month period WGA and AMG enter into a new Basic Agreement; but this shall not affect the terms and provisions of this Rider W prior to the expiration of said nine (9) month period, nor shall it affect the obligation of Artists' Manager to continue to service Writer as to services contracted for and materials sold prior to such termination date, but continuing beyond such date, nor the right of Artists' Manager to collect all sums due under such contract, whether the payment obligation arises before or after such termination.

(f) Special provisions relating to initial representation agreements:

Writer shall have the right to terminate his initial representation agreements for services and/or materials with Artists' Manager by serving a written notice of termination at any time within eighteen (18) months from inception thereof, without cause, except that representation agreements which were in effect on June 5, 1975, shall, for purposes of this paragraph, be deemed to commence with June 5, 1975 and may continue until their expiration date but not later than December 5, 1977.

If the Notice herein provided for is served prior to eighteen (18) months from the inception of the representation agreement, then termination shall be effective at the expiration of said eighteen (18) month period.

Unless a Notice is served within the periods herein provided, the representation agreement shall continue for twenty-four (24) months, but subject to termination pursuant to any other provisions of the 1976 Basic Agreement if applicable. A representation agreement, whether initial or otherwise, shall not exceed two (2) years.

(g) The term of representation agreements made with writers who are not WGA members is not affected by this agreement, except that when such writer becomes a WGA member the eighteen (18) month provision in Subparagraph (f) shall apply prospectively commencing with the date he becomes a member.

2. ARBITRATION:

(a) All disputes and controversies of every kind and nature whatsoever within the scope of this Rider W (whether arising from assertion of fraud, mistake, or on account of any other alleged defect in the inception of this Rider W or the attached contract, or from any source at all relating to the subject matter thereof whether arising prior to or after the termination or expiration of the attached contract) between the Writer and the Artists' Manager arising out of or in connection with this Rider W or the attached contract, as to its existence, its validity, construction, performance, nonperformance, operation, breach, continuance or termination shall be submitted to arbitration in accordance with the WGA-AMG Rules Governing Arbitration and the laws of the State of California or the State of New York, as the case may be.

(b) In case of a dispute or controversy with respect to a discharge of the Artists' Manager or termination of the attached contract by the Writer, the arbitration tribunal shall determine whether such discharge or termination was justifiable or wrongful. The arbitration tribunal shall have complete discretion to determine the reasonableness or unreasonableness, or justification or wrongfulness, of the discharge or termination. If the arbitration tribunal determines that the discharge or termination was wrongful and that the Writer had no substantial grounds for such action the arbitration tribunal must require the Writer to pay the Artists' Manager the full amount of commission stated in the attached contract and if the Writer elects the Artists' Manager must render services to the Writer with respect to contracts for which commissions are payable as long as the Artists' Manager receives commissions from the Writer.

3. COMMISSIONS:

(a) Commissions may be paid on initial compensation paid to the Writer, except that no commissions whatsoever shall be paid on minimum pre-production payments on comedy-variety programs. As used herein, "Initial Compensation" shall mean the initial (sometimes called "up front") compensation (including the initial minimum payments included therein but not including minimum residuals, supplementary or additional compensation pursuant to a WGA-MBA) agreed upon in the individual employment or acquisition contract. Except as provided in the two (2) immediately preceding sentences, no commissions shall be paid by Writers on any minimum payments (including, but not by way of limitation, residuals, and

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supplementary or additional compensation of any kind pursuant to Articles 14G, 15, 16, 51 of the 1973 or corresponding provisions of subsequent WGA-MBAs) made to them pursuant to a WGA-MBA. Commission may be paid by the Writers on amounts received by them in excess of minimums, but such commissions (on such minimum payments plus such excess) shall in no event reduce the monies received by the Writer to a sum less than the minimums provided for in the applicable WGA-MBA for the services of said Writer and/or for the particular use made of his materials. Notwithstanding the foregoing, commissions may be paid on monies received by the Writer on publication deals which have been negotiated by the Artists' Manager and on that portion of the monies which are in excess of Twenty-Five Thousand Dollars (\$25,000.00) paid to the Writer for theatrical rights in original material written by him for television. The provisions of this paragraph shall not impair the right of Artists' Manager to receive commissions on deals negotiated for the Writer prior to the effective date of the 1976 Agreement. Except as set forth above or by the provisions of Paragraph 6 (c) (Package Representation) of the Basic Agreement, Artists' Manager's fee, commission or compensation based on or related to the representation of a Writer's services or materials shall in no case exceed ten percent (10%) of the Writer's compensation for said services or materials, provided, however, that the foregoing limitation shall not apply to the following cases:

- (i) If the Writer has failed to disclose to the Artists' Manager the existence of any prior Artists' Manager contract or relationships under which a claim for commissions might or could be asserted against the Writer.
- (ii) If, after the execution of the attached contract, the Writer incurs an obligation or obligations for commissions to others, without the consent in writing of the Artists' Manager.
- (b) Any monies or other consideration received by the Writer, or by anyone for or on his behalf, in connection with any termination of any employment contract or contract of sale of literary material of the Writer by virtue of which the Artists' Manager would otherwise be entitled to receive commission, or in connection with the settlement of any such contract, or any award of compensatory damages in litigation arising out of any such contract, shall also be monies in connection with which the Artists' Manager is entitled to the aforesaid percentage; provided, however, that in such event the Writer shall be entitled to deduct attorney's fees and court costs before computing the amount upon which the Artists' Manager is entitled to his percentage, and said percentage shall not be paid on that portion of the money or consideration which represents compensation on which the Artists' Manager would not be entitled to commission by virtue of any other provision of this Rider W or of the Basic Agreement.
- (c) Except as may be expressly provided herein to the contrary, the obligations of the Writer with respect to the computation, extent, period, and manner of payment of commissions by the Writer to the Artists' Manager with respect to any and all payments or other compensation resulting from any contract, employment, engagement or assignment of the Writer, or any other matter or thing pertaining thereto, shall be determined in accordance with the provisions of the attached contract.
- (d) With reference to deals in effect at the time this representation agreement begins, the Writer shall designate whether existing deals are or are not to be commissionable by the Artists' Manager in the future. The Writer will check "YES" or "NO" and initial the appropriate box or notation. (If the Writer fails to check and initial "YES" he shall be deemed to have checked and initialed "NO".) Under no circumstances may this result in the Writer being required to pay more than a total of ten percent (10%) commission to one (1) or more Artists' Managers.

Existing Deals

<p>To Be Commissionable</p> <input type="checkbox"/>	<p>Not To Be Commissionable</p> <input type="checkbox"/>
<p>Check One</p>	

(e) Commissions after expiration or termination (both hereafter referred to simply as "termination") of a representation agreement:

- (i) The Artists' Manager's right to commission on compensation received under any employment agreement of Writer which was in effect and subject to commissions at the time of termination of the representation agreement, shall continue during the term of said employment agreement, but subject to the following:
- (ii) If the Writer's employment agreement terminates within one (1) year after termination of the representation agreement, and the Writer obtains without any break in employment (except for a production hiatus) an extended, renewed, replaced, substituted, or modified employment with the same employer (hereafter simply "the renewed employment"), the Artists' Manager may continue to be entitled to commissions for the term of the renewed employment but in no event for a period longer than one (1) year after the commencement of the renewed employment.
- (iii) If at the time of termination of the representation agreement the Writer is employed under an employment agreement which contains an option or options on the part of the employer to continue the Writer's employment at the same or improved terms and conditions, the Artists' Manager shall continue to have the right to receive commissions on said additional option pick-up employments, based on the compensation specified in the employment agreement as it existed at the time of termination (i.e., not including newly negotiated improvements in option periods.)

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- (iv) In every case, including but not limited to those referred to above in (i), (ii) and (iii):
 - a. Artists' Manager's commission shall be based on the amount of compensation which was provided for the Writer under the employment agreement at the time of termination of the representation agreement. The new Artists' Manager or the Writer, as the case may be, shall be entitled to commissions on or retention of commissions as to increased compensation or improvements in the employment agreement negotiated after the termination of the representation agreement.
 - b. If the Writer enters into a representation agreement with another Artists' Manager at the termination or expiration of his agreement with the prior Artists' Manager, which provides for services and commissions with reference to said employment agreement, the prior or terminated Artists' Manager's commission shall be reduced accordingly, but not below five percent (5%). Said reduction in the case of term employment agreements shall not occur prior to one (1) year after the termination of the representation agreement; in the case of employment agreements with options, said reduction shall not occur before the expiration of the option period then current at the time of the termination of the representation agreement. Said reduction shall not apply to freelance deals. Said reduction shall not apply where the Writer's new Artists' Manager (or any employee of such new Artists' Manager where said employee was the individual agent of the Writer), during the Writer's immediately preceding agreement with the prior or terminated Artists' Manager, represented the Writer on a regular basis under the terminated or expired representation agreement.
 - c. In no case may the Writer incur commission obligations totalling in excess of ten percent (10%) to one or more Artists' Managers except as per Paragraph 3 (a) above.
- (v) The Artists' Manager's right, if any, to commissions on profit participations, royalties, and other continuing payments to the Writer, if any, shall continue regardless of the termination of the representation agreement; but whenever said profit participations, royalties, or other continuing payments are contingent on the rendition of further services by the Writer, then Artists' Manager shall share his commissions with a subsequent Artists' Manager as provided in 3 (e) (iv) b. above.
- (f) WGA agrees that, at the specific written request and authorization of Writer, it will mail checks for over-scale residuals and royalty plan payments to the Artists' Manager; said written request, signed by Writer, shall specify the particular episode or episodes and series as to which Writer is entitled to over-scale payments which he desires sent to Artists' Manager. No casual or inadvertent breach of the provision relating to the mailing of checks to Artists' Manager shall be deemed to constitute a breach hereunder by WGA.
- (g) (i) Where, at the time of termination or expiration of the attached contract or the withdrawal of a specific piece of literary material pursuant to Paragraph 1 (c) hereof, as the case may be, an assignment, employment, engagement, contract or sale of literary material is in negotiation, and said assignment, employment, engagement, contract or sale of literary material is agreed to within a reasonable time thereafter, said assignment, employment, engagement, contract or sale of literary material shall be deemed to have been entered into during the term of the attached contract or prior to the withdrawal of the specific piece of literary material, as the case may be.
(ii) Upon the expiration of the attached contract or, if the Writer, having the right to do so, terminates the attached contract pursuant to the provisions of this Rider W, the Artists' Manager and Writer agree, upon request made within thirty (30) days after such expiration or after service of notice of such termination on Artists' Manager, as the case may be, to give the other a list of all contracts, engagements or employment which were entered into during the term of the attached contract, or which are in negotiation at the time of said expiration or termination; or, if no such request is made, either party may, if he so elects, send the other a list of such contracts, engagements or employment. Any objections by Writer or Artists' Manager to this list submitted by either to the other, as aforesaid, shall be made within thirty (30) days after the date of the receipt thereof. If no objection is made by the recipient of any such list within said thirty (30) day period then such list shall be incontestable by the recipient and commissions on the contracts, engagements or employment so listed shall be paid in accordance with the provisions of the attached contract and this Rider W. Any dispute between Writer and an Artists' Manager pertaining to such lists submitted by either to the other, shall be settled by arbitration in accordance with the provisions of Paragraph 2 hereof. The failure of either the Writer or the Artists' Manager to request such list from the other shall not affect in any manner the obligations of the Writer to pay any commissions which may be or become payable to the Artists' Manager pursuant to the provisions of the attached contract or this Rider W.
- (h) When executing the attached contract, Artists' Manager shall inform Writer of its offices in New York, England, Europe and other locations, if any, throughout the world and shall also inform Writer of its arrangements, if any, with correspondent agents in any such locations. If Artists' Manager shall, subsequent to the execution of the attached contract, open its own offices in any such location, then, notwithstanding the fact that such Artists' Manager had, prior thereto, maintained an

arrangement in such location with a correspondent agent, Writer shall accept the exclusive rendition of services by such office during the term of the attached contract. If it becomes necessary to replace such offices or such correspondent agents, or if there is no correspondent agents' office in the area where the Writer requires services or representation then, at the request of the Writer, the Artists' Manager shall suggest a correspondent agent, who shall be subject to Writer's approval, or Artists' Manager may open an office in such area or replace the personnel of an office previously opened, in which event the staff of such office shall not be subject to Writer's approval. If a correspondent agent suggested by Artists' Manager is disapproved by the Writer then Artists' Manager agrees to continue to suggest alternate correspondent agents until the Writer's approval is secured.

4. CONTINUITY OF MANAGEMENT:

The name or names of at least one (1) and no more than two (2) persons active in the business of the Artists' Manager shall be inserted herein by the Writer. In the case only of Artists' Managers with more than one hundred fifty (150) employees, the Artists' Manager may designate one (1) additional person active in the business of the agency who shall be available to service the Writer and whose designation can be changed only by the Artists' Manager.

The persons shall be active in the operation of the agency and shall be available generally to render services for the Writer at the Writer's request. Reasonable vacations and temporary illnesses of Artists' Manager shall not be deemed to have rendered them not generally available.

The continuity of management provision may be reviewed by the Writer at any time during the term of the representation agreement, and the Writer shall have the right to change one (1) or both of the names designated by him in the continuity of management clause at any time, provided that such names designated by the Writer are those of active agents working in the literary field for the Artists' Manager involved and are generally available.

NOTE: THE WRITER MAY, WITH ARTISTS' MANAGER'S APPROVAL, DESIGNATE FEWER THAN THE MAXIMUM ALLOWABLE PERSONS TO BE IDENTIFIED HEREIN ABOVE IF HE CHOOSES.

Unless Writer shall agree to the contrary, all of the persons designated above by the writer at the time the attached contract is executed or this Rider W is initialed or executed shall be situated in the location where the Writer's principal services are to be performed.

(For the purpose of the foregoing only the Writer's principal services are deemed to be performed in either New York or in Los Angeles and in no other place.)

The named persons shall be reasonably available during normal business hours subject to absence occasioned by illness, vacation, and the like, to render services to the Writer at the specific request of the Writer throughout the term of the attached contract, otherwise, the Writer may terminate the employment of the Artists' Manager hereunder. (For the purpose of this paragraph, availability "to render service" means availability generally to supervise the affairs of the Writer and to consult with the Writer in person or in the event that the Writer during the existence of the attached contract changes the location where his principal services are performed, by telephone, telegram, mail or otherwise.) Employees or correspondent agents of Artists' Manager who are not named in this Paragraph 4 may handle matters for the Writer or may aid any of the named persons in handling matters for the Writer.

In the event that all the persons named herein cease to be active in the business of the Artists' Manager, the Artists' Manager shall so notify the Writer. In said notice the Artists' Manager may name not more than two (2) other persons who are active in the business of the Artists' Manager. Upon receipt of such notice from the Artists' Manager, the Writer may elect to terminate the employment of the Artists' Manager hereunder by notice in writing to that effect to be given not later than fifteen (15) days after receipt by the Writer of such notice from the Artists' Manager. Failure of the Writer to exercise the right to terminate within the time provided shall be deemed a waiver of such right and the attached contract and this Rider W shall continue in full force and effect with the names contained in the notice from the Artists' Manager deemed substituted for the names of the persons who have become inactive. In any event, if two (2) or less names are inserted in the space hereinabove provided, then if the Writer for any reasons set forth in this Paragraph 4 elects to terminate the employment of the Artists' Manager hereunder, said termination shall become effective sixty (60) days after the date upon which the Writer gives said notice of election to terminate; and if three (3) names are inserted in the space hereinabove provided, then said termination shall become effective ten (10) days after the date upon which Writer gives notice of election to terminate.

The right of the Writer to terminate is further conditioned on the following:

(i) If the Writer terminates pursuant to the provisions of this Paragraph 4 or pursuant to the provisions of Paragraph 7 hereof, such termination shall not affect the obligation of the Writer to pay the Artists' Manager commissions on monies payable to the Writer on contracts in existence or negotiated for prior to the date of such termination and on all direct or indirect renewals, substitutions, replacements, extensions or modifications of any such contracts, in accordance with the provisions of the attached contract and this Rider W.

(ii) If the Writer so elects, the Artists' Manager must service the Writer hereunder in respect to such contracts.

5. NO DOUBLE COMMISSIONS:

(a) (i) If, during the period the Artists' Manager represents an owner or producer (referred to herein as "producer-client") with respect to television or radio program(s), or television or radio package program(s) (both program(s) and package program(s) being referred to herein for the purposes of this Paragraph 5 only as "package program"), Writer is employed in and/or sells literary material to such a package program produced by the producer-client and said employment and/or sale of literary material is covered by the attached contract, then:

(A) The Artists' Manager may not charge or collect any commission whatsoever on the compensation which the Writer receives from said producer-client for the Writer's said employment and/or literary materials in connection with said package program during the period that the Artists' Manager acts in any manner as agent for said package program;

(B) Prior to consummating any agreement between the Writer and such producer-client the Artists' Manager shall notify the Writer of the Artists' Manager's relationship with such producer-client; and

(C) The Writer may seek independent counsel or representation or the advice of WGA prior to entering into a contract with such producer-client.

(ii) If the Artists' Manager receives compensation from or in connection with a package program computed on any basis other than a percentage of the compensation paid to the Writer or other clients of the Artists' Manager involved with such package program, then the Artists' Manager shall receive no commissions on the compensation of the Writer for his services or literary materials supplied to such package program.

(b) The provisions of sub-paragraphs 5 (a) (i) and (ii) above shall also apply in the event that a composite segment, group of elements, or other severable but incomplete portion of a package program is itself packaged or sold by the Artists' Manager under a contract in which the Artists' Manager's commission is computed on any basis other than a percentage of the compensation actually paid to the Writer or other of the Artists' Manager's clients involved with such package program.

(c) Where neither subparagraph (a) nor subparagraph (b) of this Paragraph 5 applies, but where one or more persons, firms or corporations represented by the Artists' Manager under one or more agency contracts either singularly or in the aggregate owns one-half or more of the net profits of any said package program or segment, element or portion referred to in subparagraph 5 (b) above, then subdivisions (B) and (C) of subparagraph 5 (a) (i) above shall apply, but nothing herein shall be deemed to limit the right of the Artists' Manager to commissions.

(d) If the Writer is employed as a writer or sells his literary materials in connection with a theatrical motion picture or a radio or television program or series of programs, which theatrical motion picture or programs, at the time the Writer is so employed or his literary materials are sold will, as and when produced, be owned by the Artists' Manager and said employment and/or literary material is covered by this Rider W, then the Artists' Manager's obligation to the Writer with respect to such program, programs or theatrical motion picture shall be the same as that recited in subparagraph (a) (i) above with respect to the Writer's employment and literary materials in connection with a radio or television program or series of programs produced by a producer-client and the Writer shall be entitled to the same benefits set forth in subdivisions (A), (B) and (C) of subparagraphs (a) (i) above.

(e) If the Artists' Manager is interested as a stockholder or similar security holder, profit sharer, or otherwise in corporations or enterprises engaged in the production of a radio or television program or series of programs and Writer is employed as a writer or his literary materials are sold in connection with such program or series of programs owned or produced by any such corporation or enterprise and the Writer's said employment and/or literary material is covered by this Rider W, then the Artists' Manager's obligation to the Writer with respect to such program or series of programs shall be the same as that recited in subparagraph (a) (i) above with respect to Writer's employment and literary materials in connection with a radio or television program or series of programs produced by producer-client and the Writer shall be entitled to the same benefits set forth in subdivisions (A), (B) and (C) of said subparagraph (a) (i); provided, however, that the Writer shall not be entitled to the benefits set forth in said subdivisions (A), (B) and (C) under the following circumstances:

(i) If the interest of the Artists' Manager is represented by the ownership of securities which are traded on any stock exchange; or

(ii) If the interest of the Artists' Manager constitutes an ownership interest in such corporation or enterprise, or in the profits or proceeds thereof, acquired by the Artists' Manager as commissions for the representation of such corporation or enterprise in connection with the corporation's or enterprise's activities and such interest does not exceed in the aggregate ten per cent (10%) of the profits or proceeds of such corporation or enterprise or an aggregate of ten per cent (10%) of such ownership interest, as the case may be; or

(iii) If the interest of the Artists' Manager in such corporation, or enterprise is acquired from one or more clients of the Artists' Manager or as a nominee of such client or clients and such interest does not exceed in the aggregate ten per cent (10%) of the total amount owned by such client or clients of the Artists' Manager in such corporation or enterprise.

The provisions of this Paragraph 5 shall not be applicable in any respect to the distribution activities of the Artists' Manager if the Artists' Manager engages in the distribution of radio or television programs or series of programs or in the distribution of theatrical motion pictures. The term "distribution" as used in the preceding sentence means the same or substantially the same relationship now in existence between a distributor and a producer or owner of a radio or television program or series of programs where provision is made for the sale, lease, license or rental of such program or programs or theatrical motion pictures by the distributor in the radio, television and/or motion picture industries.

(f) Subdivisions (B) and (C) of subparagraph (a) (i) above shall also apply to motion picture productions for which the Artists' Manager has been engaged in any bona fide agency capacity or capacities (as distinguished from distributor) by the owner thereof, but nothing herein shall be deemed to limit the right of the Artists' Manager to commissions.

(g) When the Writer enters into negotiations involving literary material within the scope of this Rider W with another writer who is represented by the Artists' Manager, at or about the time of commencement of active negotiations the Artists' Manager shall notify both Writers concerned of the fact that the Artists' Manager represents both Writers, and either Writer may at such time request in writing that the Artists' Manager elect which Writer the Artists' Manager will represent in such negotiations. If any such notice is given, the Artists' Manager must promptly upon receipt thereof elect to represent either of the two Writers by giving written notice to each Writer of such election; or in the absence of any such notice from either Writer, Artists' Manager may at his election represent only one of the Writers, in which case he must give written notice to the other of such election on or prior to the commencement of such negotiations. If neither Writer nor the Artists' Manager gives any such notice, the Artists' Manager may represent both Writers in said negotiations, in which case the Artists' Manager shall receive commission from both Writers in any such transaction on their respective receipts therefrom. When the Writer and another writer who is represented by the Artists' Manager enter into negotiations for a collaboration agreement between them, the provisions of this subparagraph (g) are applicable to such collaboration agreement itself; but nothing herein shall be deemed to limit the right of the Artists' Manager to receive the full amount of commissions due under the provisions of their respective agreements with the Artists' Manager with respect to any contract the Writers, as collaborators, enter into with third parties.

(h) Whenever Artists' Manager represents (whether as sales agent or otherwise) an employer, producing company, network, or other purchaser of literary material, or services (such employer, producing company, network or other purchaser being hereafter termed simply "such employer") with respect to which Artists' Manager is seeking employment of the services of a Writer or to which the Artists' Manager is seeking the sale of literary material of a Writer, then:

(i) The Writer at his option may represent himself in connection with the proposed employment or sale, or may obtain representation by another agent or attorney with respect thereto. If the Writer elects to be represented by himself with respect to such employment or sale, the Artists' Manager shall not participate in the negotiations with the Writer on behalf of the employer or purchaser. In the event that the Writer is represented in the negotiations by another Artists' Manager or attorney under the foregoing circumstances, the period of time during which the Writer is engaged in rendering services pursuant to such employment shall be eliminated in computing the ninety (90) day period referred to in Paragraph 7 of this Rider W.

(ii) The Writer shall be informed by the agent of the existence of any commission, profit participation or other financial interest of the agent in the production, project, sale, literary material, show, package, or services involved and cannot be committed by the Artists' Manager to the rendition of the Writer's services or the sale of his literary materials without his prior and express written consent after the furnishing of such information, except that if the obtaining of written consent is impractical, Artists' Manager will obtain prior oral consent from Writer and will give written confirmation of the oral consent and of the terms of the agreement entered into on Writer's behalf within three (3) business days after said agreement is entered into.

(i) Legal Expense:

If it becomes necessary for a Writer to engage an attorney to collect monies due from an employer or purchaser, commissions (if applicable) on sums recovered by and paid to the Writer shall be based on the net sum received by the Writer after deducting attorney's fees and costs.

6. BARRING:

Writer and Artists' Manager recognize that Artists' Manager in the pursuance of Artists' Manager's duties may be barred from doing business with certain employers. Such barring shall not be grounds for termination hereof by the Writer. If the Artists' Manager is barred then upon request of the Writer, the Artists' Manager will submit to Writer the name of a subscribing Artists' Manager comparable in standing to the Artists' Manager who will act as substitute Artists' Manager with the employer who has barred the Artists' Manager during the period the Artists' Manager is barred. The Writer may object to the proposed substitute Artists' Manager, in which event the Artists' Manager will submit the name of a second proposed substitute Artists' Manager comparable in standing to the Artists' Manager to whom the Writer may also object. If the Writer objects to the second substitute Artists' Manager, the Artists' Manager agrees to submit the name of a proposed third substitute Artists' Manager who must be accepted by the Writer. The Artists' Manager agrees to act in good faith in naming proposed substitute Artists' Managers and the Writer agrees to act in good faith in making any objection.

7. 90-DAY CLAUSE:

- (a) If, during any period of ninety (90) consecutive days immediately preceding the giving of notice of termination herein described,
 - (i) the Writer fails to be employed under a contract or contracts for which he is to receive at least Ten Thousand Dollars (\$10,000.00) in any field or fields in which the Artists' Manager is authorized to represent the Writer (including fields outside the jurisdiction of WGA), or
 - (ii) the Writer fails to receive a bona fide and appropriate offer of employment for an aggregate of at least Ten Thousand Dollars (\$10,000.00) in any field or fields in which the Artists' Manager is authorized to represent the Writer (including fields outside the jurisdiction of WGA) which employment could be completed within said consecutive ninety (90) day period, then either Writer or Artists' Manager may terminate the employment of the Artists' Manager hereunder in those fields within WGA's jurisdiction only, by giving written notice of termination to the other party pursuant to Paragraph 8 hereof.

The term "bona fide and appropriate offer" as used in the preceding paragraph means an offer of employment which is appropriate under all the circumstances; and in determining "appropriateness" the following matters shall be considered as relevant factors:

- (1) type of writing usually done by Writer; (2) type and prestige of program or theatrical motion picture involved; (3) Writer's professional standing in the field of endeavor to which the offer pertains; (4) Writer's customary salary for similar employment; (5) any changes which might have an effect on any of the foregoing elements, such as changes in the market, changes in the Writer's position in the market, and the like.
- (b) In computing said period of ninety (90) consecutive days there shall be excluded any period or periods:
 - (i) during which the Writer is engaged in a field in the entertainment industry in which the Writer is not represented by the Artists' Manager;
 - (ii) during which the Writer is not ready, able, willing or available to render his services. (The Writer's failure, refusal, or inability to present himself for interviews may be evidence of his not being available to render services);
 - (iii) during which Writer is engaged pursuant to the provisions of Paragraph 1 (c) (iii) of this Rider W;
 - (iv) during which Writer is engaged pursuant to the provisions of Paragraph 5 (h) (i) of this Rider W; or
 - (v) of layoff, WGA strikes in areas within the scope of Rider W (but only in fields in which the Writer is represented by the Artists' Manager), suspension or leave of absence from any contract under which the Writer is employed.
- (c) If the Writer is represented by the Artists' Manager in connection with the sale of any literary material of the Writer (during the period of ninety (90) days preceding the giving of notice of termination) and the Writer receives or will thereafter become entitled to receive compensation from any sale, (made during the period of ninety (90) days preceding the giving of notice of termination) in the amount of at least Ten Thousand Dollars (\$10,000.00) the Writer may not terminate hereunder.
- (d) The amounts of Ten Thousand Dollars (\$10,000.00) and Twenty Thousand Dollars (\$20,000.00) referred to in this paragraph 7 shall be increased during the term hereof as follows: If WGA at any time after September 26, 1976 negotiates an increase in the minimums as presently contained in its 1973 MBA, the sums of Ten Thousand Dollars (\$10,000.00) and Twenty Thousand Dollars (\$20,000.00) shall upon notice by WGA to Artists' Manager be increased by the same general or average percentage as the minimums have been increased in the MBA, but in no event greater than the percentage by which the prime-time episodic minimum for a one-half (1/2) hour story and teleplay is increased above the present minimum, including the going rate and bonus (currently Five Thousand Dollars (\$5,000.00)).

If the representation agreement states that the Artists' Manager is representing two (2) Writers as a team, the sum of Ten Thousand Dollars (\$10,000.00) and Twenty Thousand Dollars (\$20,000.00) apply to the team as though the two (2) Writers were a single Writer.

(e) If prior to the expiration of the aforementioned ninety (90) day period Artists' Manager shall obtain for the Writer and the Writer shall accept a contract or contracts for the rendition of Writer's services or for the sale of any literary material in any fields in which the Artists' Manager represents the Writer during the one hundred eighty (180) days next following expiration of such ninety (90) day period, and if the total guaranteed compensation for such contract or contracts shall be Twenty Thousand Dollars (\$20,000.00) or more, then Writer may not terminate.

(f) If the Writer is primarily active in fields other than radio, television or motion pictures and he desires to become continuously active in said fields, the Writer must give written notice to the Artists' Manager declaring his intention of making radio, television or motion pictures his primary fields and must be available and qualified to accept employment in such fields. With respect to such Writer the provisions of the ninety (90) day clause (this Paragraph 7) will not commence to run until such written notice has been received by the Artists' Manager.

(g) If the Writer terminates his services representation agreement pursuant to this Paragraph 7, such termination shall also, subject to Paragraph 3 (e) of Rider W, terminate his materials representation agreement, and agent shall thereafter return to Writer all of Writer's materials which are in Artists' Manager's possession.

Where a services agreement has been terminated under the ninety (90) day clause, the co-terminous provision will not apply to a package representation agreement if the Writer, pursuant to his ownership of a program covered by a package representation agreement, has received Ten Thousand Dollars (\$10,000.00) under the package or services and materials agreements, or all of them, in the past ninety (90) days or if Twenty Thousand Dollars (\$20,000.00) is to be received under Paragraph 7 (e) of Rider W under any or all of said respective agreements.

8. MISCELLANEOUS AND TERMINATION:

(a) The attached contract may be terminated by Writer other than by reason of expiration of such contract for any of the following causes:

- (i) Artists' Manager's failure, pursuant to Paragraph 4 hereof, to comply with the Continuity of Management provisions of this Rider W.
- (ii) Any material breach by Artists' Manager of his fiduciary obligations to the Writer.
- (iii) Expiration of the ninety (90) day period as provided in Paragraph 7 hereof.
- (iv) If Artists' Manager during any strike by WGA obtains employment or makes the sale of any literary material for any writer with a producer or other person as to whom WGA is on strike.
- (v) If Artists' Manager represents a writer who has been denied membership in WGA or whose membership in WGA has been revoked by reason of acts prejudicial to WGA's welfare.
- (vi) Artists' Manager's removal from the list of Artists' Managers subscribing to this Agreement provided that "due process" requirements are met if he is removed by the Guild.
- (vii) Expiration of any six (6) month period during which Artists' Manager secures for the Writer only assignments on minimum WGA-MBA terms only, except where Writer has consented in advance to such assignments as herein provided. If the Writer checks and initials "YES", he shall not have the right to terminate on the ground which is provided by this Subparagraph (vii). If the Writer checks "NO", or fails to check any box, the Writer shall have said right, provided however, that this clause (vii) will not apply to representation agreements in effect on the date hereof.

Yes No

- (viii) Negotiation or approval by Artists' Manager on behalf of the Writer of any employment agreement or contract of sale of materials which violates a WGA Collective Bargaining Agreement or a WGA Working Rule, provided that WGA had previously notified the Artists' Manager of the terms of the Working Rule. This ground of termination shall not be available to a Writer who in writing has been informed of the violation and insists that said agreement or contract nevertheless be negotiated or executes the same.

SUBPARAGRAPHS (iv) AND (v) ABOVE (OR SUCH VERSION THEREOF AS IS APPROVED PURSUANT TO EXHIBIT Z) SHALL BECOME EFFECTIVE ONLY UPON THE RULING OF A NEUTRAL ARBITRATOR PURSUANT TO EXHIBIT Z OF THE BASIC AGREEMENT.

This representation agreement, whether for services, materials or both, shall in any event terminate no later than nine (9) months after the effective date of termination of the 1976 Basic Agreement.

- (b) If a Writer serves a notice of termination for any of the above stated reasons, such termination shall become final upon the expiration of ten (10) days (excluding Saturday, Sunday, and holidays) following the serving of such notice unless within such ten (10) days Artists' Manager shall protest such notice. In the event that Artists' Manager does protest such notice the determination of the existence of grounds for termination shall be made pursuant to the Rules Governing Arbitration of the Basic Agreement. If the Artists' Manager protests a notice of termination under either Paragraphs 8 (a) (iv) or (v) or any approved version thereof, and if in the resulting arbitration it is determined that the Writer had grounds for termination thereunder then the Writer's termination shall not be effective if the Artists' Manager, within two business days after receipt of the arbitrators' written award, terminates the representation (within the scope of the Basic Agreement) of the individual who is the subject of the basis for termination.
- (c) (i) It is expressly acknowledged that strikes of WGA and acts of members prejudicial to WGA's welfare (referred to in Paragraphs 8 (a) (iv) and (v)) do not and shall not include strikes and acts which have occurred prior to the subscription to the Basic Agreement by Artists' Manager and that the provisions relating thereto do not and shall not relate to representation of any person in any bona fide capacity other than that of a writer within the scope of this Rider W.
 - (ii) Writer shall not have the right to terminate the attached contract pursuant to Paragraphs 8 (a) (iv) or (v), or any approved version thereof, until after Artists' Manager shall have received written notice of the working rule involved, of the fact of a strike and the name of the producer against whom WGA is on strike, or of the fact that a client has been expelled or denied admission to membership in WGA.
 - (iii) Writer may not terminate pursuant to the provisions of Paragraphs 8 (a) (iv) or (v), or any approved version thereof, unless
 - (1) Writer serves written notice upon Artists' Manager of his intent to terminate, and
 - (2) Artists' Manager fails, within ten (10) days to terminate its materials representation and services representation agreements within the scope of the Basic Agreement with the Writer who is the subject of the basis for termination.
 - (iv) Artists' Manager on ten (10) days written notice may terminate this agreement if Artists' Manager receives written notice from the WGA that Writer has been determined by WGA in accordance with its Constitution and By-Laws to have violated a WGA working rule or strike order or has been expelled by or denied membership in WGA. Such notice shall be conclusive upon Artists' Manager and Writer as to the facts stated therein. The effect of any such termination shall be as determined by the neutral arbitrator in accordance with Exhibit "Z" of the Basic Agreement. It is further agreed that during the term of the attached contract Writer shall not breach any restraining orders or working rules of WGA and any such breach of the nature described in Paragraphs 8 (a) (iv) and (v) shall constitute cause for Artists' Manager to terminate said attached contract pursuant to these provisions.
 - (v) Writer acknowledges and agrees that Artists' Manager is under no obligation to obtain employment with or make the sale of any literary material to a producer or other person as to whom WGA is on strike.
- (d) (i) Termination of the attached contract by the Writer as to Writer's services and/or literary materials in the fields of radio, television or theatrical motion pictures within the scope of this Rider W shall not affect any relationship between Writer and Artists' Manager outside the scope of this Rider W.
 - (ii) Upon termination of the materials representation agreement, all of Writer's literary material (other than such as to which Artists' Manager may be entitled to commissions) shall be free and clear of any and all claims of any kind, to commissions or otherwise, by Artists' Manager excepting only as provided by Paragraph 3 (g) (i) above.
 - (iii) If the Artists' Manager shall have the right to terminate the attached contract as to the Writer's services pursuant to the terms and provisions of Paragraph 7 hereof and shall exercise such right, said contract and any other contract or contracts between the Writer and the Artists' Manager relating to the sale of literary material in the fields of radio, television or motion pictures shall be automatically terminated concurrently.
 - (iv) Upon request of either the Artists' Manager or the Writer, the procedure set forth in Paragraph 3 (g) (ii) of this Rider W shall be followed as to giving each other a list of literary material of Writer submitted to Artists' Manager prior to the date of termination of the attached contract.
 - (v) Any termination by Writer of the attached contract pursuant to the provisions of Paragraph 7 hereof, and any termination as to the sale of literary material as provided in this subparagraph shall not terminate or otherwise affect the attached contract with respect to any other fields or activities covered thereby which are not within the scope of this Rider W and in any event shall not affect any matters which are within the jurisdiction of any other guild or union.

(e) Should the Artists' Manager, during the term specified or prior to the withdrawal of a specific piece of literary material pursuant to Paragraph 1 (c), as the case may be, secure for the Writer a bona fide offer of employment, or a bona fide offer for the sale of literary materials, which offer is communicated by the Artists' Manager to the Writer in reasonable detail and in writing, and if, after the expiration or termination of the term of attached contract or the withdrawal of said piece of literary material, as the case may be, and within ninety (90) days after the date upon which the Artists' Manager gives such written information to the Writer, the Writer accepts said offer on substantially the same terms, then the Writer shall be required to pay commissions to the Artists' Manager upon such contract of employment or sale of literary materials, as the case may be.

(f) All notices given by any party hereunder to the other shall be in writing and shall be served personally or by mail or by telegraph at the addresses set forth in attached contract, and shall be effective when posted, if mailed, and when delivered to the telegraph office, if telegraphed. Each party may change his address by notifying the other in writing.

9. ASSIGNABILITY:

The attached contract may not be transferred or assigned by the Artists' Manager without the consent in writing of the Writer except as follows:

(a) If the Artists' Manager is an individual, the attached contract may be transferred to a corporation controlled by the Artists' Manager, which corporation must assume and agree to be bound by attached contract within thirty (30) days after such transfer.

(b) If the Artists' Manager is an individual who becomes a member of a partnership the attached contract may be transferred to such partnership which must assume and agree to be bound by such contract within thirty (30) days after such transfer.

(c) If the Artists' Manager is a partnership which transfers the business to a corporation controlled by the partnership or by its members, the attached contract may be transferred to such corporation which must assume and agree to be bound by such contract within thirty (30) days.

(d) If the Artists' Manager is a corporation and the corporation is liquidated the attached contract may be transferred as an asset in liquidation to the stockholders, and the dissolution of the corporation shall not terminate such contract provided that the stockholders holding a majority of the shares of stock receive the contract in liquidation and assume and agree to be bound by such contract within thirty (30) days after the transfer.

(e) If the Artists' Manager is a partnership and one or more of the partners dies or withdraws or the partnership is for any other reason dissolved, the attached contract shall not be terminated provided the surviving partners or one of them assumes and agrees to be bound by such contract within thirty (30) days after the death or withdrawal of the partner or the dissolution of the partnership.

(f) The Artists' Manager may assign the attached contract to any corporation or enterprise with which Artists' Manager may be merged or consolidated or to any parent, affiliated or subsidiary company or to any person, firm or corporation which may acquire all or substantially all of Artists' Manager's assets relating to matters within the scope of this Rider W, provided the assignee assumes and agrees to be bound by such contract within thirty (30) days after any such assignment.

During any thirty (30) day period referred to in subparagraphs (a) through (f) above, the Writer shall be entitled to substantially the same general type of services received by him prior to the commencement of such thirty (30) day period, and any such assignment shall not affect in any manner any of the rights granted to Writer pursuant to the provisions of the Continuity of Management clause, Paragraph 4 hereof. No assignment referred to in this Paragraph 9 shall diminish any right the Writer had by virtue of his original contract. Upon any assignee of the attached contract assuming and agreeing to be bound thereby, a novation shall result and the assignor Artists' Manager shall be released from all of his obligation thereunder.

The transfer of stock ownership in a corporate Artists' Manager, whether voluntary or involuntary, shall not be deemed an assignment of the attached contract by the Artists' Manager and such transfer of ownership shall not affect the validity of any such contract with such corporate Artists' Manager.

Notwithstanding the above, an assignment which results in the writer being represented by an Artists' Manager with substantially different personnel or methods of operation from those of the assigning Artists' Manager shall not be binding on the writer unless the writer consents thereto in writing. Where the assigning Artists' Manager is a corporation, its merger with or acquisition by another Artists' Manager shall be deemed to be an assignment requiring the consent of the Writer. Writer's general consent shall not be obtained in advance of or at the time of entry into a representation agreement.

(g) Notwithstanding the provisions of this Paragraph 9, Writer, at his option, and at the time of execution of this Rider W may indicate the name or names of Artists' Managers or agencies to which this agreement cannot be assigned.

WRITER MAY EXERCISE SUCH OPTION BY INSERTING THE NAME OR NAMES OF ARTISTS' MANAGERS OR AGENCIES TO WHICH THIS AGREEMENT CANNOT BE ASSIGNED IN THE SPACE WHICH APPEARS ABOVE THE SIGNATURE BLOCK.

10. ACCOUNTING:

Artists' Manager shall not collect monies belonging to the Writer unless the Artists' Manager has prior written authority from the Writer to do so. All monies belonging to the Writer when received by the Artists' Manager shall be faithfully accounted for by the Artists' Manager and promptly paid over to the Writer or as directed by the Writer, provided, however, that the Artists' Manager may deduct from such monies any commission payable to the Artists' Manager as well as any monies owing from the Writer to the Artists' Manager whether for past commission or for loans made to the Writer or monies advanced for the Writer or for his account. Monies belonging to the Writer shall not be commingled with monies belonging to the Artists' Manager, but shall be segregated and kept in a separate account which may be known as "client's account" or "trust account" or an account similar in nature. The Artists' Manager may have one or more of such accounts and may commingle monies of other clients with the monies of the Writer in such account.

11. SUBMISSION OF LITERARY MATERIAL:

The Writer shall furnish Artists' Manager with sufficient copies of literary material written or owned by the Writer to enable Artists' Manager to submit such material to prospective purchasers or employers. Artists' Manager shall not be responsible for the loss or damage to such material by any prospective purchaser thereof to whom same may be submitted.

12. PURCHASE BY ARTISTS' MANAGER OF LITERARY MATERIAL OR EMPLOYMENT BY ARTISTS' MANAGER OF WRITER:

If Artists' Manager desires to acquire from the Writer any rights in and to literary material for the Artists' Manager's own account or to employ Writer, Artists' Manager shall notify Writer and WGA of that fact and Artists' Manager may do so only through a WGA negotiator. In any event, Artists' Manager shall receive no commission from Writer in connection with any such transaction.

13. SCOPE OF RIDER W:

This Rider W shall be applicable to and shall govern the relationship between Artists' Manager and Writer with respect to the Writer's services and with respect to literary materials as defined herein (and shall not govern the relationship between Artists' Manager and Writer in other areas), as is herein provided.

(a) **Services:** This Rider W shall govern and be binding upon Artists' Manager and Writer with respect to the representation of Writer's services rendered in the fields of radio, television or motion pictures. Artists' Manager shall not be deemed to have approved or disapproved of either the scope or any of the terms of WGA's collective bargaining agreements.

This Rider W shall not relate to the representation of Writer's services except as provided above. When Writer performs multiple services which include services other than writer services (whether or not any other guild or union has jurisdiction over the non-writing services), the provisions of this Rider W shall apply only to the writing services and shall not apply to the non-writing services.

(b) **Materials:**

A. This Rider W shall govern and be binding upon Artists' Manager and Writer with respect to representation by Artists' Manager of Writer's literary materials as hereinafter defined. As used herein, the term "literary materials" shall mean literary materials, written by Writer, of all kinds and forms written under employment or available for sale in the fields of radio, television or motion pictures, excluding only materials initially written for a medium other than radio, television or motion pictures, and previously sold, published or produced in such other medium. Rider W shall not cover or govern the representation of literary materials in any other areas including, without limitation, the publishing field and the legitimate stage field.

B. Any specific literary materials as to which rights therein are sold, leased or licensed in a field other than radio, television or motion pictures prior to any sale in the fields of radio, television or motion pictures shall conclusively be deemed to be excluded from the term literary materials within the meaning of this Rider W as of the date of such sale. A sale which contains a grant of radio, television and/or motion picture rights subsidiary to a primary grant of other rights shall be deemed to be a sale in a field other than radio, television or motion pictures.

C. Subject only to Paragraph 13 (b) B. above, any sale of literary materials in the fields of radio, television or motion pictures and any solicitation for such a sale of such literary materials shall be governed by this Rider W, and the terms and conditions of this Rider W shall apply thereto including, without limitation, the provisions relating to maximum commissions, fiduciary obligations, correspondent agents and arbitration.

D. A solicitation for a sale limited to obtaining preproduction financing for a stage production shall not be deemed to be a solicitation of a sale in the fields of radio, television or motion pictures within the meaning of subparagraph C above nor shall any such solicitation be deemed to be an offering for sale in the fields of radio, television or motion pictures within the meaning of subparagraph D above.

(c) **Package Programs:** It is specifically understood that this Rider W shall not govern the representation by Artists' Manager of television or radio package programs, as distinguished from the representation of Writer's services or literary materials.

If the Artists' Manager is also a producer, the Artists' Manager shall not be afforded any lesser or greater rights under this Paragraph 13 by virtue of such fact, nor shall this paragraph diminish or affect any remedy which WGA may have against the Artists' Manager in the capacity of Producer.

14. DEFINITIONS:

(a) The Artist referred to in the contract to which this Rider is attached (insofar as the terms and provisions of this Rider apply to such contract), is herein referred to as the "Writer" who is a member of WGAE or WGAW. If the parties are identified in the first and second persons the first person shall mean the Writer who must be a member of WGAE or WGAW, and the second person shall mean the Artists' Manager.

(b) The words "Agent" or "Representative" are synonymous with the words "Artists' Manager" when used in the contract to which this Rider is attached. For artists' managers doing business in California the above words mean "Artists' Manager" as defined in Section 1700.4 of the Labor Code of the State of California.

(c) A subscribing Artists' Manager is an Artists' Manager who agrees with WGA to make this Rider W applicable to such Artists' Manager's contracts with members of WGA.

(d) The word "sale" as used in this Rider W with reference to literary materials means the sale, lease, license, assignment or other disposition of literary materials, or any rights therein, in the fields of radio, television or motion pictures, within the scope of Rider W.

THIS RIDER W IS SUBJECT TO THE PROVISIONS OF THE AGREEMENT BETWEEN THE ARTISTS' MANAGERS GUILD, WRITERS GUILD OF AMERICA, EAST, INC., AND WRITERS GUILD OF AMERICA, WEST, INC., DATED AS OF SEPTEMBER 22, 1976.

WHETHER OR NOT THE ARTISTS' MANAGER IS THE WRITER'S ARTISTS' MANAGER AT THE TIME THIS RIDER W IS EXECUTED, IT IS UNDERSTOOD THAT IN EXECUTING THIS RIDER W EACH PARTY HAS HAD INDEPENDENT ACCESS TO THE KNOWLEDGE OF THE BASIC AGREEMENT AND OF THIS RIDER W.

WRITER MAY COMPLETE THE FOLLOWING AT HIS OPTION:

FOLLOWING ARE THE NAME OR NAMES OF ARTISTS' MANAGERS OR AGENCIES TO WHICH THIS AGREEMENT CANNOT BE ASSIGNED:

THE WRITER AND ARTISTS' MANAGER HEREBY AGREE TO THE FOREGOING:

By _____
ARTISTS' MANAGER

WRITER

DATED: _____

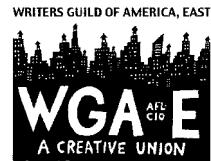
THIS ARTISTS' MANAGER (TALENT AGENCY) IS LICENSED BY THE LABOR COMMISSIONER OF THE STATE OF CALIFORNIA.

THIS RIDER TO AN ARTISTS' MANAGER CONTRACT HAS BEEN APPROVED AS TO FORM BY THE LABOR COMMISSIONER OF THE STATE OF CALIFORNIA ON THE 2ND DAY OF MAY 1979.

THIS RIDER HAS BEEN APPROVED AS TO FORM AND CONTENT BY THE WRITERS GUILD OF AMERICA.

RULES GOVERNING ARBITRATION

WRITERS GUILD OF AMERICA



Pursuant to Article 3 of the Agreement dated as of September 22, 1976, between Writers Guild of America, West, Inc. (WGAW), Writers Guild of America, East, Inc. (WGAE), sometimes collectively referred to as "WGA"; and Artists' Managers Guild (AMG), (which Agreement is herein referred to as the "Basic Agreement"), and pursuant to Paragraph 2 of 1976 Rider W (copies of which designated Article 3 and Paragraph 2 are hereto attached marked EXHIBIT "A", and made a part hereof), WGAW, WGAE, and AMG do hereby establish the following rules of procedure to govern arbitrations between the aforesaid principal parties and any member or members of WGA who have an Artists' Manager's contract or contracts with any subscribing Artists' Manager or Artists' Managers.

1. ARBITRATION SECRETARIES

(a) Leonard Wasser and Howard Hausman (or their successors) shall act as Joint Eastern Arbitration Secretaries (both herein referred to as Eastern Arbitration Secretary).

(i) In the event of any dispute between the two Eastern Arbitration Secretaries, or their respective successors, the Secretary of the American Arbitration Association shall act as Eastern Arbitration Secretary in the specific arbitration in which such dispute occurs.

(ii) On notice to AMG, WGAE may designate another person to act in the place of Leonard Wasser, either temporarily or permanently, as the notice may state. On notice to WGAE, AMG may designate another person to act in the place of Howard Hausman, either temporarily or permanently, as the notice may state. Any person or persons acting as Eastern Arbitration Secretary may disqualify himself in any proceeding; and either AMG or WGAE which designated such person shall forthwith designate a substitute to act in his stead.

(b) Leonard Chassman and Marvin Faris, (or their successors) shall act as Joint Western Arbitration Secretaries (both herein referred to as Western Arbitration Secretary).

(i) In the event of any dispute between them, or their respective successors Judge Kenneth N. Chantry shall act as Western Arbitration Secretary in the specific arbitration in which such a dispute occurs. In the event that said Judge Kenneth N. Chantry is unable or refuses for any reason to act as said Western Arbitration Secretary, the two Western Arbitration Secretaries shall agree upon a disinterested party to act in his place as said Arbitration Secretary.

(ii) On notice to AMG, WGAW may designate another person to act in the place of Leonard Chassman, either temporarily or permanently, as the notice may state. On notice to WGAW, AMG may designate another person to act in the place of Marvin Faris, either temporarily or permanently, as the notice may state. Any person or persons acting as Western Arbitration Secretary may disqualify himself in any proceeding; and either AMG or WGAW which designated such person shall forthwith designate a substitute to act in his stead.

2. OFFICES

(a) The office of the Eastern Arbitration Secretary shall be located at the office of the Writers Guild of America, East, Inc., whose address is:

555 West 57th Street, New York, NY 10019

(b) The office of the Western Arbitration Secretary shall be located at the office of the Writers Guild of America, West, Inc., whose address is:

7000 West Third Street, Los Angeles, California 90048

3. JURISDICTION OF ARBITRATORS

(a) **What matters are arbitrable between Writer and Artists' Manager**

"All disputes and controversies of every kind and nature whatsoever within the scope of this Rider W (whether arising from assertion of fraud, mistake, or on account of any other alleged defect in the inception of this Rider W or the attached contract, or from any source at all relating to the subject matter thereof whether arising prior to or after the termination or expiration of the attached contract) between the Writer and the Artists' Manager arising out of or in connection with this

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Rider W or the attached contract, as to its existence, its validity, construction, performance, non-performance, operation, breach, continuance or termination shall be submitted to arbitration in accordance with the WGA-AMG Rules Governing Arbitration and the laws of the State of California or the State of New York, as the case may be. (Par. 2 (a) of Rider W).

(b) What matters are arbitrable between WGA and Artists' Managers and WGAE, WGAW and AMG

"In the event of any controversy between any of the parties hereto, including subscribing artists' managers, concerning performance or construction of this agreement, such controversy shall be set forth in writing delivered to the other party or parties to such controversy by the person initiating such proceedings." (Article 3. (a) of Basic Agreement).

4. FIRST STEPS OF ARBITRATION

(a) Situs and Law Governing Arbitrations

(i) If the Artists' Manager maintains only one (1) office within the continental United States, arbitrations of controversies arising hereunder shall be held in the locality where said office is situated. In the event the arbitration is initially commenced in some locality other than where the Artists' Manager maintains such single office, and if the Writer resides in such other locality, and if the Arbitrators make a finding that the Artists' Manager makes periodic trips to the locality where the Writer resides the Arbitrators may decide that the arbitration may be held in that locality during the period when the Artists' Manager is present.

(ii) If the Artists' Manager maintains more than one (1) office in the continental United States and if during a period of one (1) year immediately preceding the commencement of such arbitration:

(A) Writer primarily or customarily rendered substantially all of his services in Los Angeles or environs, arbitrations of controversies arising hereunder shall be held in Los Angeles, or if Writer primarily or customarily rendered substantially all of his services in New York City or environs, such arbitration shall be held in New York City.

(B) Writer does not primarily or customarily render substantially all of his services in either Los Angeles or New York City, the arbitration shall be held in either New York City or Los Angeles, whichever city is closer to the place Writer primarily or customarily renders substantially all of his services.

(C) If both the Writer and Artists' Manager agree in writing to hold the arbitration hearing in a locality other than New York City or Los Angeles such arbitration shall be held in the agreed locality.

(iii) Arbitrations of controversies held in Los Angeles shall be pursuant to Section 1700.45 of the Labor Code of the State of California. The Western Arbitration Secretary shall give the Labor Commissioner reasonable notice of the time and place of all arbitration hearings and the Labor Commissioner or his authorized representative shall have the right to attend all arbitration hearings. Section 1700.44 of the said Labor Code shall not apply to controversies hereunder.

(iv) Arbitrations of controversies held in the State of New York shall be pursuant to the applicable provisions of the laws of the State of New York.

(b) Complaint

Any person (herein called Complainant) may start an arbitration by filing his complaint with the Arbitration Secretary. This complaint must –

(i) be in writing and ONE original and SIX copies thereof must be furnished.

(ii) state the name of the person or persons with whom arbitration is sought (hereinafter called Respondent). If more than one Respondent is named extra copies of the complaint must be filed for each extra Respondent.

(iii) contain a brief written statement of his claim.

(iv) state the name and address of the person chosen by Complainant for his arbitrator and indicate the arbitrator's acceptance of the appointment.

(c) Service of Complaint

The Arbitration Secretary, within a reasonable time after the filing of the complaint, shall cause to be sent a copy thereof to each Respondent.

5. SECOND STEPS OF ARBITRATION

(a) Answer

Within TEN days after receiving the complaint Respondent may file an answer with the Arbitration Secretary. This answer must –

(i) be in writing and ONE original and SIX copies must be filed. If there is more than one Respondent or Complainant, extra copies of the answer must be filed for each additional party.

- (ii) identify the portions of the complaint which are denied, and state facts which constitute the answer or any counter-claim or cross-complaint to the complaint.
- (iii) name of all persons who shall be joined as parties to the arbitration. For each person named in addition to those Respondents named in the complaint, the Respondent shall furnish the Arbitration Secretary with an extra copy of both the complaint and answer for each additional party.
- (iv) state the name and address of the person chosen by the Respondent for his Arbitrator, and indicate the Arbitrator's acceptance of the appointment.

(b) Counterclaim, Cross-claim, Failure to Answer

- (i) Any answer may contain a counterclaim or cross-claim which shall be deemed denied. Except as above provided, failure to answer within the time specified by the rules, or failure to deny an allegation, shall be deemed an admission of the allegations not denied. A general denial may be to an entire paragraph or the entire claim.
- (ii) If the arbitration is to be held in the East the Arbitration Secretary will appoint an arbitrator for a respondent who fails to answer within the time specified by the rules.
- (iii) If the arbitration is to be held in the West and the Writer fails to name an arbitrator WGAW may name one for him. If an AMG member fails to name an arbitrator AMG may name one for him. If a subscribing Artists' Manager is not a member of AMG the Arbitration Secretaries may name one for him.

(c) Service of Answer

Within a reasonable time after the filing of the answer, the Arbitration Secretary shall cause to be sent a copy of the answer to all Complainants.

6. THIRD STEPS OF ARBITRATION

- (a) Within FIFTEEN days after the answer naming the Arbitrator for Respondent has been served on the Arbitrator for Complainant the two named Arbitrators shall submit in writing to the Arbitration Secretary the name of a third Arbitrator chosen by them and found willing to serve. The three Arbitrators shall constitute the Arbitration Tribunal.
- (b) If within said time the Arbitrators first chosen are unable to agree upon the third Arbitrator the Arbitration Secretary shall submit simultaneously to each party to the arbitration an identical list of the names of not fewer than three persons chosen jointly by AMG and WGAW in the West or AMG and WGAE in the East. Each party to the arbitration shall have FIVE days in which to examine the list, indicate any person thereon to whom he objects, and notify the Arbitration Secretary in writing of his choice and the order of his preference.
- (c) If any party fails to make a reply within the time specified, all persons on the list are to be deemed acceptable to him.
- (d) From among the persons who have been approved by both parties and, wherever possible, in accordance with the designated order of mutual preference, if any, the Arbitration Secretary shall invite an Arbitrator to serve.
- (e) If the arbitration is to be held in the West and if the parties fail to agree on any person within the time allotted, or if those approved are unable or unwilling to act, or if for any other reason the appointment of the third Arbitrator cannot be made from the submitted list, then Judge Kenneth N. Chantry shall submit to the Western Arbitration Secretary not less than three and not more than six names, each name inscribed on separate pieces of paper and the Western Arbitration Secretary shall place the pieces of paper containing the names in a receptacle and draw one name therefrom and the person whose name is drawn shall be the third Arbitrator if he is willing to serve. If he is unable or refuses to serve, the Western Arbitration Secretary shall draw another name and the process shall be repeated until a person so chosen by lot shall be found willing to serve as the third Arbitrator.
- (f) If the arbitration is to be held in the East, and if the parties fail to agree on any person within the time allotted, or if those approved are unable or unwilling to act, then the Secretary of the American Arbitration Association shall name the third Arbitrator.

7. FOURTH STEPS OF ARBITRATION – ARBITRATION HEARING AND DECISION

(a) Notice of Hearing

- (i) Within FIVE days following the selection of the third Arbitrator, the Arbitrators shall notify the Arbitration Secretary of a time, which shall be not more than FIFTEEN days thereafter, for a hearing.
- (ii) The Arbitration Secretary shall notify each party to the Arbitration of the time and place of hearing.
- (iii) The Western Arbitration Secretary shall give the California Labor Commissioner reasonable notice of the time and place of the arbitration hearing and the California Labor Commissioner or his authorized representative shall have the right to attend the arbitration hearing.

(iv) Each party may FIVE days prior to the hearing date file a memorandum of facts with the Arbitrators provided copies thereof are simultaneously sent in triplicate to the Arbitration Secretary and one copy thereof is sent to each party to the arbitration.

(b) Hearing

(i) The Arbitrators shall select a chairman to preside at the hearing. Each party to the arbitration shall be given an opportunity to be heard.

Proceedings shall be entirely informal and the Arbitration Tribunal shall have the power to control the time allotted to each party and the rules of procedure for the hearing. Technical rules of evidence may be waived in the discretion of the Tribunal.

(ii) An arbitration held in the West shall be pursuant to Sec. 1700.45 of the Labor Code of the State of California. As provided in 7 (a) (iii) above the California Labor Commissioner or his authorized representative may attend the hearing. Section 1700.44 of the California Labor Code shall not apply to controversies hereunder.

(iii) Representatives of WGAW, WGAE and AMG shall have the right to attend all hearings.

(c) Decision

(i) After the conclusion of the hearing and the submission of all briefs and arguments, if any, the Arbitration Tribunal shall be expected to render its decision in writing within thirty (30) days, signed by all or a majority of the Arbitrators with notarial acknowledgement of their signatures.

(ii) All awards shall be final and neither WGA, any member of WGA, AMG nor any subscribing artists' manager, who is a party to an arbitration shall have any recourse to the courts save and except for the sole purpose of:

1. having the award confirmed by law, or
2. objecting to such proposed confirmation on the grounds permitted by law, provided, however, that in the event of a material breach or anticipatory breach of this agreement by either WGAE, WGAW, or AMG or any combination thereof, then and in that event, any one of said four parties has the option within its sole discretion to have recourse to the courts, as set forth in Paragraph 3 (c) of the Basic Agreement. In such event, the arbitration provisions hereof are automatically waived.

8. GENERAL RULES

(a) All proceedings, documents, statements and awards relevant to any part of the arbitration and made during the course of the arbitration shall be absolutely privileged as to any party to the proceeding.

(b) Any service of notice or documents required under these rules may be made by mail or by personal delivery. If by mail delivery will be deemed to be made on the day following posting in the United States mails. If notice is sent by telegram delivery will be deemed to be made on the day such telegram is delivered to the telegraph office.

(c) All parties to an arbitration shall make every effort to prevent any delay in reaching a final decision on the controversy.

(d) For good cause presented the Arbitration Secretary shall have the authority to grant extensions for reasonable times.

(e) Miscellaneous Provisions

(i) If a shorthand reporter or a stenographic transcript is desired by a party, he shall furnish and pay for the same, and the cost may not be charged to any other party in the award.

(ii) No determination is an award unless it is in writing, signed and acknowledged before a notary public by at least two Arbitrators. A dissenting member may state in the award the fact of his dissent and may, in a separate writing, state his grounds therefor. At least four originals of the award shall be filed with the Arbitration Secretary who shall forthwith cause one to be delivered to the Claimant, or if there be more than one Claimant, then to each of them, and one to the Respondent or to each of them; provided, however, where there is more than one Claimant or more than one Respondent an additional original of the award shall be filed with the Arbitration Secretary for each additional party. An award is not final until it has been mailed or sent to all of the parties to the arbitration. When an award becomes final, the Arbitration Tribunal shall, except for the purpose of taxing costs pursuant to subparagraph (g) of this Paragraph, cease to have any further authority without the written consent of all parties and ex officio parties, to withdraw, recall, or alter the award or to do any further act or thing as Arbitrators in the said arbitration.

(iii) The award should, insofar as is consonant with justice, dispose of the entire controversy on the merits.

(iv) If, after due diligence, an indispensable witness cannot be made to attend or testify or if indispensable evidence cannot, by reason of the Tribunal's lack of compulsory process, be made available to the Tribunal then --

- A. The Tribunal may in its discretion receive a deposition of the witness or a copy of the evidence; or
- B. The parties may agree
 - (1) that the witness would testify to stated facts, or
 - (2) on a description of the unavailable evidence; or
- C. If neither of the methods of substitution provided in A. or B. hereof is available or would serve the interests of justice and the Tribunal concludes after a hearing in an arbitration between a member of WGA and a subscribing Artists' Manager (but not between WGAW, WGAE or AMG) that serious injustice would result from an award on the merits by reason of its lack of adequate compulsory process it may suspend a hearing or may make an order dismissing the arbitration without prejudice to the rights of the parties to pursue any other remedy in court or otherwise and without prejudice to instituting another arbitration proceeding on the same controversy.

(f) Awards of Arbitration Tribunals may be confirmed in accordance with any applicable laws.

(g) Each party shall bear his own expense of an arbitration. The award may include costs or expenses or some part of them and may provide for taxing costs or expenses in a supplementary proceeding and by a supplementary award.

Attorneys' fees may not be included in an award as costs in an arbitration between a subscribing Artists' Manager and a Writer. No costs or attorneys' fees shall be taxed against either WGAW, WGAE, or AMG in any proceeding except in those cases provided in Article 4 (a) of the Basic Agreement.

(h) No Arbitrator and neither WGAW, WGAE, nor AMG shall be responsible for any papers or other exhibits brought into any arbitration. No party, WGAW, WGAE, AMG or Arbitrator shall be chargeable in any action or proceeding at law or otherwise with the duty of maintaining records of any proceeding; the Arbitration Secretary will, however, but without liability therefor, endeavor to maintain until six months after an award shall become final, a complete set of copies of all papers delivered to the Arbitration Secretary. Any party to a particular arbitration or his attorney shall have the right to inspect such records.

(i) Nothing herein contained shall operate to prevent any party from obtaining a reasonable opportunity to be heard by the Arbitration Tribunal.

9. CONFLICTING CLAIMS

In the event conflicting claims are made against any Writer by subscribing Artists' Managers, the Writer may deposit the monies claimed with the Arbitration Tribunal, stating that conflicting claims are made against him, naming the claimants and agreeing that the monies so deposited with the Arbitration Tribunal, selected as hereinbefore provided, may be disposed of between the conflicting claimants in accordance with the ruling of the Arbitration Tribunal. The Arbitration Tribunal shall then be selected by the persons named in the proceeding as making the conflicting claims, and the Arbitration Secretary shall designate which of such persons are the claimant or claimants and which are the respondent or respondents. The arbitration proceedings shall then proceed with the claimants and respondents as the real parties in interest, and unless the claimant or respondent claims a sum larger than the amount deposited, the Writer shall be discharged of any claim described in the complaint or answer. If no money be claimed, the same procedure may be followed without deposit. If either subscribing Artists' Manager asserts other claims against a Writer, the arbitration shall proceed as in other cases. Notwithstanding any provisions hereinabove, however, a Writer may be required to pay more than a maximum commission to one or more Artists' Managers in the event that he incurs liability therefor under the provisions of the exceptions set out in Paragraph 3 of Rider W to the Artists' Manager contract between the said Writer and Artists' Manager or Artists' Managers.

RULES GOVERNING ARBITRATION – EXHIBIT A

BASIC AGREEMENT – ARTICLE 3

(a) In the event of any controversy between any of the parties hereto, including subscribing artists' managers, concerning performance or construction of this agreement, such controversy shall be set forth in writing delivered to the other party or parties to such controversy by the person initiating such proceeding.

(b) An arbitration tribunal shall determine all controversies submitted. If WGA contends that a subscribing artists' manager has committed a material breach of this agreement and the arbitration tribunal determines such contention to be a fact, the arbitration tribunal shall have power to determine the appropriate penalty for such breach up to and including removal from the list of subscribing artists' managers, provided, however, that any casual or inadvertent breach by an artists' manager shall not be deemed a breach of this agreement and, in no event, may an artists' manager be removed from the list of subscribing artists' managers unless the arbitration tribunal shall determine that the breach is such that it should disqualify the artists' manager as being fit to engage in the business of an artists' manager. No breach of this agreement by an artists' manager shall be considered material unless within ten (10) days after WGA acquires knowledge thereof, or of facts sufficient to put WGA upon notice of any such breach, WGA serves written notice thereof upon the artists' manager and the artists' manager does not cure said breach within twenty (20) days after receipt of such notice. AMG and WGA shall each be entitled to participate in any arbitration proceeding involving a subscribing member of AMG. If any subscribing artists' manager is removed from the list of subscribing artists' managers, such action (as distinguished from the grounds for such action) shall not of itself be cause for termination of any contracts between such subscribing artists' manager and his clients; and the pendency or determination of any such arbitration shall not prevent or impede any arbitration or other proceeding between a writer and such subscribing artists' manager relating to the same or other subject matter.

(c) All awards shall be final and neither WGA, AMG, nor any subscribing artists' manager, who is a party to an arbitration shall have any recourse to the courts save and except for the sole purpose of:

(i) having the award confirmed by law; or

(ii) objecting to such proposed confirmation on the grounds permitted by law, provided, however

that where an injunction, specific performance, declaratory relief or other similar equitable relief is sought, any of the principal parties may have recourse to the courts notwithstanding the provisions of this subparagraph.

RIDER W – PARAGRAPH 2

ARBITRATION.

(a) All disputes and controversies of every kind and nature whatsoever within the scope of this Rider W (whether arising from assertion of fraud, mistake, or on account of any other alleged defect in the inception of this Rider W, or the attached contract, or from any source at all relating to the subject matter thereof whether arising prior to or after the termination or expiration of the attached contract) between the Writer and the Artists' Manager arising out of or in connection with this Rider W or the attached contract, as to its existence, its validity, construction, performance, nonperformance, operation, breach, continuance or termination shall be submitted to arbitration in accordance with the WGA-AMG Rules Governing Arbitration and the laws of the State of California or the State of New York, as the case may be.

(b) In case of a dispute or controversy with respect to a discharge of the Artists' Manager or termination of the attached contract by the Writer, the arbitration tribunal shall determine whether such discharge or termination was justifiable or wrongful. The arbitration tribunal shall have complete discretion to determine the reasonableness or unreasonableness, or justification or wrongfulness, of the discharge or termination. If the arbitration tribunal determines that the discharge or termination was wrongful and that the Writer had no substantial grounds for such action the arbitration tribunal must require the Writer to pay the Artists' Manager the full amount of commission stated in the attached contract and if the Writer elects the Artists' Manager must render services to the Writer with respect to contracts for which commissions are payable as long as the Artists' Manager receives commissions from the Writer.

Exhibit B

WGA CODE OF CONDUCT (as of April 13, 2019)

This Code of Conduct (“Code”) has been established by Writers Guild of America, West, Inc. and Writers Guild of America, East, Inc. (collectively, “Guild” or “WGA”) to regulate the conduct of talent agents, either individually or through a talent agency (collectively, “Agent”), in the representation of writers (“Writers”) with respect to the option and sale of literary material or the rendition of writing services in a field of work covered by a WGA collective bargaining agreement (“CBA”). By subscribing to this Code, the Agent agrees to be bound by all terms and conditions contained herein, including the appended Standard Representation Agreement (“Rider W”) and Rules Governing Arbitration, which are incorporated as part of this Code. The works written by Writers under a Guild CBA are referred to herein as “motion pictures.”

SECTION 1 – PURPOSE AND SCOPE OF REGULATION

The basis of the Guild’s authority to establish and enforce this Code is its status, conferred by federal labor law, as the exclusive bargaining representative of all Writers working in fields covered by a Guild CBA. Consistent with its role as exclusive bargaining representative, the Guild is authorized by law to specify the terms under which an Agent may be delegated to perform certain representational duties.

The application of this Code (including all attachments hereto) shall be limited to the Agent’s representation of Writers with respect to the option and sale of literary material or the rendition of writing services in a field of work covered by a Guild CBA. The provisions of the Code shall not apply to the Agent’s representation of a Writer with respect to the Writer’s non-writing services or other services not covered by a Guild CBA or as to which the Guild is not the exclusive bargaining representative.

SECTION 2 – SUBSCRIBING TO THE CODE OF CONDUCT

An Agent seeking to subscribe to the Code of Conduct shall submit a written application to the Guild using a form available on the WGA website. The Guild may revise the application from time to time in its discretion. In addition to the information required by the application, the Guild reserves the right to seek additional information or disclosure of matters relevant to the Agent’s professional background and ability to represent Writers in compliance with the Code. The Guild shall approve or deny the application within 30 days after the Agent’s submission of all of the requested information. In the event the Guild denies the Agent’s application, it shall state in writing the reasons therefor and the denial shall be subject to appeal by the Agent pursuant to Section 5 below and the Rules Governing Arbitration.

When the subscribing Agent is a talent agency of any legal form, including but not limited to a corporation, LLC, partnership, joint venture or sole proprietorship, the terms of the Code of Conduct shall be binding on the agency and all of its individual agents, employees, partners, principals, joint venturers, and shareholders. With respect to the obligations under this Code of Conduct, the subscribing talent agency shall at all times remain vicariously liable for the actions taken by such individuals on its behalf or within the scope of the individuals’ employment or agency.

SECTION 3 – STANDARDS OF CONDUCT FOR AGENTS IN PROVIDING SERVICES SUBJECT TO THE CODE

A. AGENT-WRITER RELATIONSHIP

1. Agent shall at all times act as a fiduciary of Writer, and shall comply with all fiduciary duties imposed by statute or common law.
2. Agent's representation of Writer shall not be influenced by its representation of any other Writer.
3. Agent shall promptly disclose to Writer all inquiries, offers and expressions of interest regarding employment or sale or option of literary material, and shall keep Writer apprised of the status of all negotiations.
4. Agent shall maintain confidentiality with respect to Writer's employment and financial affairs.
5. Prior to submitting Writer for employment on a project, Agent shall notify Writer if the employer or producer has not yet secured underlying rights necessary for the assignment.
6. Agent shall be responsive and professional in communicating with Writer.

B. CONFLICT OF INTEREST

1. No Agent shall have an ownership or other financial interest in, or shall be owned by or affiliated with, any entity or individual engaged in the production or distribution of motion pictures.
2. No Agent shall have an ownership or other financial interest in, or shall be owned by or affiliated with, any business venture that would create an actual or apparent conflict of interest with Agent's representation of a Writer.
3. No Agent shall derive any revenue or other benefit from a Writer's involvement in or employment on a motion picture project, other than a percentage commission based on the Writer's compensation or fee.
4. No Agent shall accept any money or thing of value from the employer of a Writer.
5. An Agent's concurrent representation on a commission basis of multiple clients employed or submitted for employment on the same motion picture project shall not be deemed a conflict of interest prohibited by this Code. Upon request by Writer, Agent shall disclose to Writer the names of all other clients represented by Agent who are employed on, or actively being submitted for employment on, a project. Such disclosure shall be made in writing within ten (10) days of the Writer's request.

6. Agent shall disclose to Writer any fact or relationship suggesting or potentially creating a conflict of interest arguably prohibited by this Code.

C. AGENT COMPENSATION

1. Agent's commission shall be limited to ten percent (10%) of Writer's gross compensation, including Writer's profit participation, provided, however, that Agent shall not be entitled to receive commission on residuals or any other minimum payments to Writers for reuse of a motion picture under any applicable CBA.
2. Agent shall not circumvent limits on commissions under this Code by charging fees for other services, except that Agent shall be permitted to receive compensation for feature film financing and sales services, subject to the following limitations:
 - a. In the event Writer retains Agent to perform these services, Agent shall fully disclose the relevant fees in writing prior to incurring them, and Writer may choose whether to proceed with Agent's performance of services;
 - b. In the event Agent is retained to perform such services by a party other than the Writer, Agent shall fully disclose the financing or sales services arrangement, including the relevant fees, in writing to the Writer. Such disclosure shall be made at the earliest possible time. In the event that Agent's agreement to provide such services predates Writer's involvement in the project, disclosure shall be made before Writer enters into any contractual commitment for the project;
 - c. The services described in this subsection C.2 shall only be permitted on films with intended budgets greater than \$20 million with the consent of the Guild. The Guild will consult with the Writer and consent will not be unreasonably denied;
 - d. In no event shall an offer of employment or purchase of material made to a Writer be contingent on any other party agreeing to retain Agent for feature film financing or sales services; and
 - e. On a quarterly basis, Agent shall provide the Guild with a list of films on which Agent is performing financing or sales services. The list shall include the name of the Writer and the budget of the film.
3. Agent shall provide promptly and no less frequently than quarterly to Writer and to the Guild an itemized statement showing in standardized electronic format (a) all compensation received by or on behalf of Writer; (b) all commissions received by Agent related to its representation of Writer; and (c) all fees received by Agent that has provided feature film financing and sales services. Writer and Guild shall have the right to audit such statements. Where an Agent has provided feature film financing and sales services, as described in subsection 2 above, Agent shall provide copies of these agreements and documentation of the related fees

when Writer or Guild audits the Agent's commissions received by Agent related to its representation of Writer.

D. NOTIFICATION TO GUILD

1. Agent shall provide the Guild with a copy of the agreement or a summary of essential deal terms of any agreement engaging the Writer's services or acquiring the Writer's written material no later than 10 days after the earlier of (a) the existence of a binding contractual commitment; or (b) the commencement of Writer's writing services. Where such agreement is later amended or superseded by a long-form agreement, Agent shall also provide the Guild with a copy of the amendment or long-form agreement.
2. Agent shall provide the Guild with immediate notice of Writer's commencement of services or delivery of literary material, or other material fact triggering compensation, and a copy of any invoice or other documentation relating to the payment obligation.
3. Agent shall provide the Guild with copies of all representation agreements with Writer.
4. Insofar as the notification to the Guild under this subsection D requires the provision of confidential information relating to a specific Writer, the Guild shall use reasonable efforts to maintain the confidentiality of the information and such efforts shall in no event be less than the efforts the Guild uses to protect its own confidential information. The Guild shall maintain and use such information subject to its duty of fair representation, provided that nothing in this subsection D shall prohibit the Guild from aggregating the data in a manner that does not disclose the confidential information of a particular Writer.

E. ENFORCEMENT OF CBA AND WRITER'S INDIVIDUAL WRITING AGREEMENTS

1. Agent shall not encourage Writer to violate any provision of a CBA.
2. Agent shall zealously advocate for Writer's best interests in all aspects of the employment relationship, including but not limited to the following:
 - a. Advocating against Writer's performance of uncompensated or speculative writing services;
 - b. Advocating in favor of multiple steps in theatrical deals; and
 - c. Protecting Writer from abusive hiring practices such as sweepstakes pitching.
3. Agent shall be aware of and monitor the contractual deadline for the payment of all compensation to the Writer, and shall immediately notify the Guild in the event a payment is late.

4. Agent shall cooperate fully with the Guild in any investigation or contract enforcement action undertaken on behalf of a Writer.
5. Agent shall not encourage Writer to violate any Guild rule.

F. NON-DISCRIMINATION AND INCLUSION

1. Agent shall comply with all state and federal anti-discrimination laws in its selection and representation of Writers.
2. Agent shall not, without prior disclosure to Writer, procure any employment where there is a reasonable basis to believe that the Writer will be subjected to a hostile work environment or other forms of workplace harassment. Agent shall not schedule or refer Writer to a meeting regarding potential employment in a hotel room or other location posing a threat to Writer's personal safety.
3. Agent shall take steps to ensure the referral of qualified diverse Writers for any open writing assignment.
4. Agent shall consult with Writer regarding diversity as a factor in their procurement of employment.
5. Agent shall provide the Guild with an annual report summarizing Agent's diversity efforts and reflecting, through anonymized data, the employment history of all Writers represented by the Agent, broken down by membership in statutorily-protected classes.

SECTION 4 – STANDARD REPRESENTATION AGREEMENT (RIDER W)

Appended to this Code of Conduct as Attachment 1 is the standard representation agreement, referred to herein as "Rider W." The terms of Rider W shall be deemed to be incorporated into any representation agreement, written or oral, between Agent and Writer. Agent and Writer may negotiate additional provisions in their representation agreement, provided, however, that (A) no term or condition of such negotiated agreement shall be less favorable to Writer than the provisions of Rider W; and (B) in the event of a conflict between the negotiated agreement and Rider W, the provisions of Rider W shall prevail.

SECTION 5 – DISPUTE RESOLUTION

- A. The following controversies between the Guild and an Agent shall be resolved by a neutral arbitrator in accordance with the procedures set forth in the Rules Governing Arbitration appended as Attachment 2:
 1. Any dispute concerning the interpretation of, or the performance of any obligation under, the Code of Conduct;
 2. Any dispute concerning the interpretation of, or the performance of any obligation under, Rider W;

3. Any decision of the Guild to reject an Agent's application to subscribe to the Code pursuant to Section 2 above; and
4. Any claim brought by the Guild to suspend or remove an Agent from the list of subscribing Agents based on an alleged material violation of the Code or Rider W.

B. An arbitrator selected to hear a dispute under this section shall resolve the entire controversy. In so doing, the arbitrator shall have authority to fashion an appropriate remedy, which may include the award of damages, injunctive or declaratory relief, or imposition of disciplinary action against an Agent, including suspension or removal from the list of subscribing agents. Upon a finding that the opposing party acted in bad faith, the arbitrator may also award attorneys' fees and costs to the prevailing party.

C. The decision of an arbitrator under this section shall be final and binding, and may be confirmed in any court of competent jurisdiction. In an action to confirm an arbitration award, the court shall apply substantive law developed under Section 301 of the Labor Management Relations Act, 29 U.S.C. § 185.

SECTION 6 – MISCELLANEOUS PROVISIONS

- A. This Code of Conduct shall be effective as to each Agent upon the date the Agent subscribes hereto. This Code of Conduct shall not apply to, nor impair the right of Agent to receive compensation based on, services rendered by Agent before such effective date.
- B. In administering the disclosure requirements under subsections 3.C.3. and 3.F.5. above, the Guild will take into account the more limited staffing and recordkeeping capacities of smaller agencies.
- C. If any provisions of this Code of Conduct are held to be void or unenforceable, all other provisions hereof shall remain in full force and effect.

SECTION 7 – TERMINATION OR MODIFICATION

- A. This Code of Conduct shall remain in effect for a period of three years after initial implementation by the Guild. Thereafter, the Guild shall have the right to terminate or modify the terms of this Code of Conduct upon written notice to all subscribing Agents. The Guild's termination or modification shall be effective 90 days after its service of such notice.
- B. A subscribing Agent shall have the right to terminate its obligations under this Code of Conduct upon written notice to the Guild. The Agent's termination shall be effective 90 days after its service of such notice.

ATTACHMENT 1 TO WGA CODE OF CONDUCT

RIDER W

This standard representation agreement, referred to herein as "Rider W," is attached to and made part of the Code of Conduct ("Code") between Writers Guild of America, West, Inc. and Writers Guild of America, East, Inc. (collectively, "Guild" or "WGA") on the one hand and a subscribing talent agent, either individually or through a talent agency (collectively, "Agent") on the other hand. The purpose of the Code and of this Rider W is to regulate the conduct of the Agent in the representation of writers ("Writers") with respect to the option and sale of literary material or the rendition of writing services in a field of work covered by a WGA collective bargaining agreement ("CBA").

SECTION 1 – INCORPORATION OF STANDARD TERMS INTO REPRESENTATION AGREEMENT

By operation of the Code of Conduct, the terms of this Rider W shall be deemed to be incorporated into any representation agreement ("Representation Agreement"), written or oral, between Agent and Writer. Agent and Writer may negotiate additional provisions in the Representation Agreement, provided, however, that (A) no term or condition of such negotiated agreement shall be less favorable to Writer than the provisions of Rider W; and (B) in the event of a conflict between the negotiated agreement and Rider W, the provisions of Rider W shall prevail.

SECTION 2 – TERM AND TERMINATION

- A. The term of the Representation Agreement shall not exceed two (2) years.
- B. The Representation Agreement may be terminated by Writer during its term for any of the following causes:
 - (1) If Writer is not offered employment which is subject to this Rider W from a responsible employer with respect to services covered hereunder during any period in excess of four consecutive months, during all of which time Writer is ready, able and willing to accept employment. Writer may exercise this right of termination by written notice served on Agent by certified mail at its primary place of business. The right of termination under this section shall be deemed waived by Writer if, after expiration of the four month period but before service of a notice of termination, Writer accepts an offer of employment by a responsible employer;
 - (2) Any material breach by Agent of the provisions of the Code of Conduct or of Agent's fiduciary obligations to the Writer;
 - (3) If Agent, during any strike by WGA, obtains employment or makes the sale or option of any literary material for any Writer with a producer or other person as to whom WGA is on strike;

- (4) If Agent represents a writer who has been denied membership in WGA or whose membership in WGA has been revoked by reason of acts prejudicial to WGA's welfare;
- (5) Agent's removal from the list of agents subscribing to the Code of Conduct, provided that such removal is final and all applicable appeal rights have been exhausted.

SECTION 3 – COMMISSIONS

- A. Agent's commission shall be limited to ten percent (10%) of Writer's gross compensation, including Writer's profit participation, provided, however, that Agent shall not be entitled to receive commission on residuals or any other minimum payments to Writers for reuse of a motion picture under any applicable CBA.
- B. Agent's commission shall be payable when gross compensation is received by the Writer (including Writer's loan-out corporation) or the Agent. If the gross compensation is received by the Agent on behalf of Writer, Agent is authorized to deduct the commission due and shall promptly remit the remaining compensation to Writer. If the gross compensation is received by Writer or Writer's loan-out corporation, Writer shall promptly remit the commission due to Agent.
- C. The following shall apply relating to commissions after termination of the Representation Agreement between Writer and Agent.
 - 1. An Agent terminated by a Writer having a right to do so ("Terminated Agent") can continue to collect commissions on contracts procured and substantially negotiated prior to such termination or expiration but not on improvements negotiated after such termination, except to the extent provided in subsection 3.C.2.b.(ii).
 - 2. The following shall apply to direct or indirect renewals, substitutions, replacements, extensions or modifications of contracts referred to in subsection 3.C.1.
 - a. In no event, other than as provided in this subsection 3.C.2, will the Terminated Agent be entitled to receive commissions in excess of the amount that would have been paid under the contract as it existed at the time of termination.
 - b. Agent shall only be entitled to commission renewals, substitutions, replacements, extensions or modifications if:
 - (i) such renewals, substitutions, replacements, extensions or modifications are negotiated terms of the initial contract negotiated by Terminated Agent (e.g., the original agreement contained options for extension of the employment term, and those options are exercised after termination), in which case Agent shall be entitled to commission on all employment contemplated by the original agreement; however, Writer's new Agent shall have the right to commission any improvements negotiated by the new Agent, pursuant to subsection C.4 below; or

- (ii) the Writer's employment terminates within one (1) year after termination of the Representation Agreement, and the Writer obtains without any break in employment (except for a production hiatus) an extended, renewed, replaced, substituted or modified employment with the same employer ("renewed employment"), in which case Terminated Agent shall be entitled to commissions for the shorter of (a) the term of the renewed employment; or (b) one (1) year after the commencement of the renewed employment. If, subsequent to termination of an Agent but within the one-year period set forth in this subsection 3.C.2.b.(ii), the Writer enters into a representation agreement with a new Agent, which provides for services and commissions with reference to said renewed employment, the Terminated Agent's commission shall be reduced accordingly, but not below five percent (5%).

3. The Terminated Agent shall continue to be ready, willing, and able to provide services, with respect to such contracts for which the Agent continues to receive commission pursuant to subsections 3.C.1 and 3.C.2 above, and upon which the Agent's commission is based.
4. If the Writer obtains a new Agent, and the new Agent renegotiates such existing contract, the new Agent shall be entitled to commission on any excess in amount of such contract, with the Terminated Agent entitled to the commission on the existing contract, prior to any improvement, except to the extent provided in subsection 3.C.2.b.(ii).
5. Terminated Agent's right, if any, to commissions on profit participations, royalties, and other continuing payments to the Writer, if any, shall continue regardless of the termination of the representation with respect to the contract at the time of the termination.
6. In no case may Writer incur commission obligations totaling in excess of ten percent (10%) to one or more Agents.

SECTION 4 -- ACCOUNTING

Agent shall not collect monies belonging to Writer unless Agent has prior written authority from the Writer to do so. All monies belonging to the Writer when received by the Agent shall be faithfully accounted for by the Agent and promptly paid over to the Writer or as directed by the Writer, provided, however, that Agent may deduct from such monies any commission payable to Agent as well as any monies owing from the Writer to the Agent whether for past commission or for loans made to the Writer or monies advanced for Writer or for his account. Monies belonging to Writer shall not be commingled with monies belonging to the Agent, but shall be segregated and kept in a separate account which may be known as "client's account" or "trust account" or an account similar in nature. Agent may have one or more of such accounts and may commingle monies of other clients with the monies of the Writer in such account.

SECTION 5 - INFORMATION SHARING

Writer authorizes Agent to provide information to the Guild as required by the Code and consistent with the Guild's Working Rules.

SECTION 6 – DISPUTE RESOLUTION

- A. The following controversies between Writer and Agent shall be resolved by a neutral arbitrator in accordance with the procedures set forth in the Rules Governing Arbitration appended as Attachment 2 to the Code of Conduct:
 - 1. Any dispute concerning the interpretation of, or the performance of any obligation under, this Rider W;
 - 2. Any dispute concerning the interpretation of, or the performance of any obligation under, the Code of Conduct;
 - 3. Any dispute regarding commission due to Agent.
- B. An arbitrator selected to hear a dispute under this section shall resolve the entire controversy. In so doing, the arbitrator shall have authority to fashion an appropriate remedy, which may include the award of damages, injunctive or declaratory relief, or imposition of disciplinary action against an Agent, including suspension or removal from the list of subscribing agents. Upon a finding that the opposing party acted in bad faith, the arbitrator may also award attorneys' fees and costs to the prevailing party.
- C. The decision of an arbitrator under this section shall be final and binding, and may be confirmed in any court of competent jurisdiction. In an action to confirm an arbitration award, the court shall apply substantive law developed under Section 301 of the Labor Management Relations Act, 29 U.S.C. § 185.

SECTION 7 – MISCELLANEOUS PROVISIONS

- A. This Rider W shall be effective as to each Agent upon the date the Agent subscribes to the Code of Conduct, and shall be deemed to be incorporated into any Representation Agreement then in effect between Agent and any Writer.
- B. If any provisions of this Rider W are held to be void or unenforceable, all other provisions hereof shall remain in full force and effect.

C. Agent acknowledges that he has complied with all licensing requirements of any state in which he is conducting business.

WRITER AND AGENT HEREBY AGREE TO THE FOREGOING:

DATED: By _____
AGENT

DATED: By _____
WRITER

THIS RIDER W TO A REPRESENTATION AGREEMENT HAS BEEN APPROVED AS TO FORM BY THE LABOR COMMISSIONER OF THE STATE OF CALIFORNIA ON _____.

THIS RIDER W HAS BEEN APPROVED AS TO FORM AND CONTENT BY THE WRITERS GUILD OF AMERICA.

ATTACHMENT 2 TO WGA CODE OF CONDUCT

RULES GOVERNING ARBITRATION

The following Rules Governing Arbitration (“Rules”) govern arbitrations arising under Section 5 of the WGA Code of Conduct (“Code”) and Section 5 of the Standard Representation Agreement (“Rider W”). The Rules incorporate by reference the Code and Rider W, including the terms defined therein.

SECTION 1 – EXCLUSIVITY

- A. The arbitration procedures established by these Rules shall be the exclusive method for resolving any and all controversies as defined in Section 5.A. of the Code and Section 5.A. of Rider W.
- B. The arbitrator shall have the power to rule on his or her own jurisdiction, including any questions of procedural arbitrability and any objections with respect to the existence, scope, or validity of the arbitration agreement.
- C. The arbitrator shall also have the power to determine the existence or validity of a contract of which the arbitration clause contained in the Code, Rider W, or these Rules forms a part. Such an arbitration clause shall be treated as an agreement independent of the other terms of the contract. A decision by the arbitrator that the contract is null and void shall not for that reason alone render invalid the arbitration clause.

SECTION 2 – CLAIM

- A. A complainant initiates an arbitration under these Rules by serving a Claim on the respondent.
- B. A Claim seeks resolution of a controversy as defined in Section 5.A. of the Code or Section 5.A. of Rider W.
- C. The Claim shall be in writing and contain the following information: (i) the complainant’s name; (ii) the complainant’s address; (iii) a brief written statement of the Claim and the relief sought; and (iv) the name of the respondent.
- D. A Claim must be served on the respondent within two years from the date the complainant obtained knowledge of the facts upon which the Claim is based, but no later than four years from the date of the occurrence of the facts upon which the Claim is based.
- E. Any Claim brought by an Agent against a Writer under Section 5.A. of Rider W shall concurrently be served on the Guild. The Guild may but is not required to participate as a party in the proceeding.

SECTION 3 – COUNTERCLAIM

- A. The respondent may serve a Counterclaim on the complainant, which must be in writing and contain the same information as a Claim.
- B. A Counterclaim seeks resolution of a controversy as defined in Section 5.A. of the Code or Section 5.A. of Rider W.
- C. A Counterclaim must be served within two years from the date the respondent obtained knowledge of the facts upon which the Counterclaim is based, but no later than four years from the date of the occurrence of the facts upon which the Counterclaim is based.
- D. Any Counterclaim brought by an Agent against a Writer shall concurrently be served on the Guild. The Guild may but is not required to participate as a party in the proceeding.

SECTION 4 – ARBITRATOR

A. AUTHORIZED LIST OF ARBITRATORS

1. The Claim and, if applicable, the Counterclaim, shall be submitted to a sole neutral arbitrator (“Arbitrator”) selected from the applicable authorized list of arbitrators (“Authorized List”):

LOS ANGELES:

- Christopher David Ruiz Cameron
- Paul Crost
- Catherine Fisk
- Fredric R. Horowitz
- Barry Winograd

NEW YORK:

- Howard Edelman
- Susan McKenzie
- George Nicolau
- Joan Parker
- Janet Spencer

2. The Los Angeles Authorized List shall apply if the Writers Guild of America, West, Inc. ("WGAW") or a WGAW-represented Writer is a party to the arbitration. The New York Authorized List shall apply if the Writers Guild of America, East, Inc. ("WGAE") or a WGAE-represented Writer is a party to the arbitration. Where both the WGAW and WGAE (or both WGAW- and WGAE-represented Writers) are parties to the arbitration, the WGAW and WGAE shall decide which Authorized List applies.
3. Only an Arbitrator from the Authorized List shall have authority to adjudicate a Claim or Counterclaim or any issue arising in connection therewith.
4. The Guild may amend the Authorized Lists from time to time in its discretion and upon notice to the subscribing Agents.

B. ARBITRATOR SELECTION

1. The parties shall select the Arbitrator from the applicable Authorized List within ten (10) business days of service of the Claim on the respondent. In the event the parties cannot mutually agree upon an Arbitrator from the Authorized List, the parties shall alternate in striking a name from the Authorized List until one (1) arbitrator's name remains ("Strike Process"). The Arbitrator whose name remains shall be the Arbitrator. The complainant shall make the first strike. In the event that one of the parties fails to participate in the Strike Process, or fails to strike in order or timely, the other party may unilaterally select the Arbitrator.
2. The parties may agree in writing to extend the time period to select the Arbitrator. The extension will no longer be deemed effective if either party gives written notice to the other, in which case the parties shall select an arbitrator within ten (10) business days of service of the notice.

SECTION 5 – HEARING

- A. If the WGAW or a WGAW-represented Writer is a party to the arbitration, the hearing shall be held in Los Angeles. If the WGAE or a WGAE-represented Writer is a party to the arbitration, the hearing shall be held in New York City. Where both the WGAW and WGAE (or both WGAW- and WGAE-represented Writers) are parties to the arbitration, the WGAW and WGAE shall decide whether the hearing will be held in Los Angeles or New York City.
- B. After consulting with the parties as to their availability, the Arbitrator shall order a hearing on the Claim and, if applicable, the Counterclaim. Absent extenuating circumstances, the hearing shall commence within 60 days of the selection of the arbitrator and shall conclude within 60 days after the first day of hearing.
- C. The Arbitrator shall have the authority to issue subpoenas to compel the attendance of witnesses and/or the production of documents. Subpoenas *duces tecum* may be made

returnable on a specified date (no less than 20 days after service of the subpoena) before the arbitration hearing. Upon good cause shown, the Arbitrator shall have discretion to permit other pre-hearing discovery, including the taking of oral depositions.

- D. At the hearing, each party shall have the right to present any evidence that is relevant and material to the Claim or Counterclaim. The parties shall have the right to submit post-hearing briefs.
- E. The complainant has the burden of proving its Claim by a preponderance of the evidence. The respondent has the burden of proving its Counterclaim by a preponderance of the evidence.

SECTION 6 – DECISION

- A. The Arbitrator shall be expected to render a written decision within 30 days of the conclusion of the hearing.
- B. The Arbitrator shall not have the jurisdiction or the authority to add to, subtract from, or alter in any way the Code, Rider W, or these Rules.
- C. The Arbitrator's award shall be final and binding on the parties.

SECTION 7 – ARBITRATION COSTS

The costs of the arbitration, including the arbitrator's fee and court reporter's fee, shall be equally split among the parties, unless the Arbitrator's award specifies otherwise.

SECTION 8 – LAW GOVERNING THE ARBITRATION

- A. An arbitration governed by these Rules shall be subject to the laws of the state in which the arbitration hearing is held, unless otherwise provided in the Code or Rider W.
- B. Arbitrations subject to the laws of the State of California shall be held pursuant to Section 1700.45 of the California Labor Code. Accordingly, the complainant shall give reasonable written notice to the California Labor Commissioner of the time and place of the arbitration hearing, and the Labor Commissioner or his or her authorized representative has the right to attend the arbitration hearing. Section 1700.44 of the California Labor Code shall not govern arbitrations subject to these Rules.

SECTION 9 – SERVICE

- A. A Claim or Counterclaim must be served by certified mail or by personal delivery. All other notices or papers shall be served by email.
- B. A petition to confirm, modify, or vacate an arbitration award in any court of competent jurisdiction shall be served upon the respondent by certified mail or personal delivery.

Exhibit C

ATA COMPREHENSIVE PROPOSAL TO WGA – APRIL 10, 2019

Association of Talent Agents (“ATA”) makes the following proposal for a new Agreement to replace the Artists’ Managers’ Basic Agreement of 1976 (“AMBA”). The proposal addresses the relationship between talent agencies and their agents, and any writer client represented by the Writers’ Guild of America—East (“WGAE”) and Writers’ Guild of America West (“WGAW,” and collectively with WGAE, the “Guild”) in the fields of work covered by the Writers Guild of America Theatrical and Television Basic Agreement (“MBA”), as periodically renegotiated (“Writer”).

The proposal below is in contract language. ATA reserves the right to make additional or different proposals as negotiations progress.

ATA proposes as follows:

RECITALS

Whereas, WGAE is a non-profit New York corporation and WGAW is a non-profit California corporation, and both are labor organizations whose members consist of persons engaged in rendering services as writers in the fields of television or motion pictures (including OTT and other internet-delivered serial motion pictures or motion pictures), and in the sale of literary material; and

Whereas the Guild by agreement of WGAE and WGAW acts as one organization and therefore unless indicated separately in this agreement shall be referred to collectively as the Guild; and

Whereas ATA is a non-profit California corporation whose membership consist of persons, including talent agencies, acting as talent agents (collectively, “Agents”), for various persons, including, but not to limited to, Writers; and

Whereas ATA and the Guild wish to document certain basic provisions by which subscribing Agents shall provide services to their Writer clients;

Now, therefore, the following shall be the agreement between ATA on the one hand and the Guild on the other, and shall also be an agreement with such Agents as may subscribe hereto and by such subscription assume the obligations hereof:

AGREEMENT BETWEEN ATA AND WGA

SECTION 1 – SCOPE

This agreement, including all attachments hereto (“Agreement”), shall be limited to the Agent’s representation of Writers with respect to the option and license, sale or other disposition (hereinafter “Sale”) of literary material or the rendition of writing services in a field of work covered by a Guild collective bargaining agreement (“CBA”). The provisions of the Agreement shall not apply to the Agent’s representation of a Writer with respect to the Writer’s non-writing services or other services not covered by a Guild CBA or as to which the Guild is not the

exclusive bargaining representative, or to the Sale of literary material in a medium not covered by a Guild collective bargaining agreement.

This Agreement shall apply to the ATA and any Agent who elects to subscribe to its terms.

SECTION 2 – SUBSCRIBING TO THE AGREEMENT

An Agent seeking to subscribe to the Agreement shall be in good standing with the pertinent licensing authority(s), and shall sign a form [to be drafted] agreeing to be bound by the terms of this Agreement.

When a talent agency subscribes as an Agent to this Agreement, the terms of the Agreement shall apply to all work performed by the talent agency on behalf of Writers.

Nothing herein shall require the Guild to compel its members to be represented by subscribing Agents, nor shall anything herein require any of ATA's members to become subscribing Agents.

SECTION 3 – STANDING COMMITTEE

A standing committee comprised of not less than 6 members each from ATA (or ATA members) and the Guild shall be appointed to monitor compliance with this Agreement and to recommend any proposed changes, modifications, and amendments hereto. The standing committee shall meet no less than quarterly and shall provide written reports to the boards of the Guild and ATA within a reasonable time after meeting. ATA and the Guild shall meet within the same quarter after receiving any recommended changes, modifications or amendments to consider in good faith whether such recommendations should be implemented.

SECTION 4 – STANDARDS FOR AGENTS IN PROVIDING SERVICES SUBJECT TO THE AGREEMENT

A. AGENT-WRITER RELATIONSHIP

1. Agent shall at all times during the representation of a Writer act as a fiduciary of Writer, and shall comply with all fiduciary duties imposed on the Agent by statute or common law.
2. Agent shall promptly disclose to Writer all bona-fide offers regarding employment or Sale of literary material, unless the Writer has advised, or the Agent knows with reasonable certainty, that the Writer would not consider or be able to accept such an offer given the totality of the circumstances.
3. At the written request of the Writer, Agent shall, as soon as reasonably practicable, following such request:
 - a. provide the Writer, in writing, information stating what active submissions the Agent has made on the Writer's behalf within the past six months;

- b. inform the Writer of the status of all negotiations made on behalf of the Writer within the past six months; and
 - c. provide the Writer with a copy of all executed written agreements (to the extent such agreements are in Agent's possession) with respect to the engagement of or sale of rights by such client.
4. Agent shall use commercially reasonable efforts to maintain the confidentiality of its client's confidential information, and such efforts shall in no event be less than the efforts the Agent uses to maintain its own confidential information. This duty shall be subject to customary and necessary exceptions (*e.g.*, Writer authorizes disclosure, disclosure is required by law, disclosure is required in connection with sale of an agency, etc.), with appropriate precautions taken to prevent the disclosure of confidential information.¹
5. Prior to submitting a Writer for employment on a project, Agent shall notify Writer if the Agent knows the employer or producer has not yet secured underlying rights necessary for the employer or producer to produce the project (*i.e.*, there is no signed agreement and/or the chain of title has not been cleared). If the Agent learns after submitting Writer for employment on a project that the employer or producer had not secured underlying rights, he shall promptly notify Writer. An Agent shall not be required to disclose information the Agent is otherwise required to keep confidential (*e.g.*, confidential information belonging to another client) in order to comply with this provision.
6. Agent shall be responsive and professional in communicating with Writer.

B. DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

1. Agent shall make the disclosures required elsewhere under this Agreement.
2. In addition, Agent shall disclose any actual conflict of interest by the Agency that employs him or her, known by the Agent and not otherwise known by such Writer or addressed in this Agreement, which a reasonable Writer would consider material in evaluating a proposed engagement or sale of rights on the Writer's behalf.
3. Agent's concurrent representation of multiple Writers (and/or a Writer and other clients, such as a director, actor, or producer) employed or submitted for employment on the same project shall not be deemed a conflict of interest prohibited by this agreement. Upon request by a Writer, Agent shall disclose to the Writer the names of other clients represented by Agent who actually are employed on a project.

¹ The exact exceptions can be spelled out in a final negotiated long-term agreement.

C. ENFORCEMENT OF CBA AND WRITER'S INDIVIDUAL WRITING AGREEMENTS

1. Agent shall not encourage Writer to violate any provision of a CBA.
2. During the course of negotiations for potential engagement or sale of rights, Agent shall represent the Writer's best interests and shall use reasonable efforts to:
 - a. timely obtain compensation for the Writer for all services performed by the Writer;
 - b. advise the Writer of the disadvantages of performing uncompensated or speculative services; and
 - c. advise the Writer if the Agent knows of any unlawful hiring or other employment practices by the person or entity engaging the Writer, that reasonably could be expected to materially and adversely affect the Writer or that Writer's interests.
3. Once engagement or Sale of literary rights has been procured for a Writer, an Agent shall use reasonable efforts to:
 - a. monitor the contractual deadline for the payment of compensation to the Writer in connection therewith;
 - b. notify the Writer as soon as reasonably practicable after discovery of any material uncured default in the timing or amount of such payment;
 - c. notify the counterparty of any such default as soon as reasonably practicable following a request therefor by the Writer; and
 - d. timely advise the Writer of his or her right to inform the Guild of any such uncured material breach (and provide such notice to the Guild if the Writer, in writing, requests the Agent do so).
4. Agent shall cooperate fully with the Guild in any investigation or contract enforcement action undertaken on behalf of a Writer, provided the Writer consents. Agent shall not be required to breach legal duties to other clients to comply with this obligation.
5. Agent shall not encourage Writer to violate any Guild rule.

D. ACCOUNTING TO CLIENT

1. All monies payable or otherwise belonging to the Writer which are received by Agent: (i) shall be faithfully accounted for by the Agent; (ii) shall be held in trust on behalf of such Writer in a trust account until disbursed to, or at the express

written direction or authorization of, the Writer; and (iii) shall not be commingled with any monies belonging to the Agent.

2. Monies (other than monies received by the Agent in escrow or which are otherwise to be held by the Agent in accordance with any applicable agreements to which the Writer is a party or that the Agent is legally required to withhold (e.g., wage garnishment or levy)) shall be paid to the Writer or his/her designee as directed or authorized by the Writer in writing as soon as reasonably practicable after receipt thereof by the Agent, provided that the Agent shall be permitted to first deduct from such monies any commission payable to the Agent by such Writer or any other monies owing from such Writer to the Agent.
3. Agent shall provide timely statements of client earnings to Writers.

E. NON-DISCRIMINATION AND INCLUSION

1. Agent shall comply with all applicable anti-discrimination laws in its representation of Writers.
2. Agent shall not refuse to represent any Writer on the basis of such Writer's membership in a protected class, including, but not limited to, race, color, religion, creed, national origin, sex, sexual orientation, gender identification, marital status, military or veteran status, disability or medical condition.
3. Agent shall not, without prior disclosure to Writer, procure any employment where there is a reasonable basis to believe that the Writer will be subjected to a hostile work environment or other forms of workplace harassment. Agent shall not schedule or refer Writer to a meeting regarding potential employment in a hotel room or other location reasonably believed by Agent to pose a threat to Writer's personal safety.
4. Agent shall use good faith efforts to ensure the referral of qualified diverse Writers for any open writing assignment.
5. An Agent who is a talent agency shall consult with its employees and members who represent Writers regarding diversity as an important factor in the selection, representation, and referral of Writers. ATA will establish a standing working group to collaborate with the Guild and other industry leaders to enhance initiatives respecting multiculturalism, diversity, and the inclusion of historically underrepresented groups, and to consider new initiatives in this regard. The working group shall advise the Guild as to the systematic efforts currently undertaken by Agents, and the Guild shall advise the working group respecting the work currently being undertaken by the Guild. ATA membership shall provide meaningful financial and human resources in support of such working group's efforts and this collaboration.

6. Agent shall consult with Writers who are in a position to engage other talent (e.g., showrunners) regarding diversity as a factor to be considered in the Writer's selection of talent.

SECTION 5 – AGENT COMPENSATION

A. COMMISSION COMPENSATION

1. Any commission charged or collected by Agent in consideration for procuring the employment of a Writer shall not exceed ten percent (10%) of Writer's gross compensation, including Writer's profit participation.
2. Other than as permitted by this Agreement, Agent shall not derive any revenue or other benefit from a Writer's employment on a motion picture project, other than a percentage commission based on the Writer's compensation or fee.
3. Nothing in this provision is intended to prohibit Agent from obtaining reimbursement from a Writer for actual out-of-pocket expenses advanced on behalf of the Writer at the Writer's request, or to prevent Agent from receiving compensation for work performed on behalf of clients other than Writers or in areas outside the scope of this Agreement.

B. TELEVISION PACKAGE COMPENSATION

1. Agent shall be permitted to receive compensation from persons other than a Writer in connection with a packaged television program (including OTT and other internet-delivered serial motion pictures). If an Agent receives compensation from, or in connection with, a packaged television program from a studio, producer, or other employer of Writers on a packaged television program, then the Agent shall receive no commissions on the compensation of the Writer for that Writer's writing services or literary ideas or materials supplied to such packaged television program.
2. In the event the Agent receives compensation for a packaged television program as described in (B)(1), the Agent shall not receive commission on the compensation of any other Writer client of the Agent for his or her services on the packaged television program. In addition, the following shall, apply:
 - a. For new television series, which commence series principal photography during the term of this Agreement, Agent will direct 1% of the Agent's portion of back-end television package compensation (if any) on such new series as follows:
 - i. 0.8% to be allocated to lower- and mid-level television Writers not participating in the series' profits [*mechanics around determining vesting, determining which writers will participate, payment administration, and specifics of how compensation shall be allocated, to be determined*]

- ii. 0.2% to industry-wide initiatives targeted to addressing diversity and inclusion of historically underrepresented artists through a third-party fund (with the intent of this specific amount to benefit historically underrepresented Writers specifically) [*mechanics around payment administration, management, and specifics of how compensation shall be allocated, to be determined*]
 - iii. ATA will develop a mechanism to ensure accuracy of accounting of the amounts payable herein.
- b. ATA member Agents who participate in packaging will collectively contribute \$2 million per year for three years, for a total of \$6 million, to the industry initiatives targeted to addressing diversity and inclusion of historically underrepresented artists. This \$6 million shall not be recoupable against the amounts received pursuant to section 5.B.2.a above.
- 3. Agent shall be permitted to procure employment for a Writer on a packaged television program so long as:
 - a. The Writer and the Writer's ideas and material are the sole initiating element of the package, and the Writer consents to the program being packaged; or
 - b. Agent adds a Writer as a packageable element to an existing package, and the Writer consents to participation in the packaged television program; or
 - c. Agent adds a Writer as a member of the writing staff to a television program packaged by the Agent, and the Writer consents to participation in the packaged television program; or
 - d. Agent adds a packageable element to an existing television program where the Agent had not previously secured a package, and the Agent informs all Writer clients staffed on the television program of the new package as soon as reasonably practicable after the package is in place.
- 4. Agent will, upon request, provide a Writer designated to be a packageable element of a packaged television program with the material terms of the agreement containing the terms of the Agent's package agreement.
- 5. A Writer shall have the right to know all facts known by the Agent that are reasonably necessary for the Writer to make an informed choice as to whether to participate in a packaged television program.
- 6. Prior to submitting a Writer to a project where the Agent has already been granted a packaging fee at the time of submission, Agent shall:
 - a. Inform the Writer of the existence of the package;

- b. Advise the Writer that she/he may choose whether to be submitted to the packaged project; and
 - c. Receive the Writer's consent to proceed with such submission, but only after informing the Writer of the foregoing.
7. Absent the Writer's specific authorization, no Writer's agreement or pitch will be delayed due to agency package negotiations.

C. MOTION PICTURE SERVICES COMPENSATION

1. Agent shall be permitted to perform motion picture consulting, financing, and sales services and receive fixed and/or contingent compensation therefrom.
2. In the event a Writer retains the Agent to perform these services, the Agent shall fully disclose the relevant fees prior to commencing such services, and the Writer may choose whether to proceed with the Agent's performance of services. On a quarterly basis, Agent shall provide the Guild with a list of motion pictures, if any, that fall within this paragraph 5.C.2, including the name of the Writer and the motion picture project.
3. In instances where Agent is retained to provide services by someone other than the Writer described below (e.g., a third-party producer, financier, production company, or another Writer), Agent shall make the following disclosures to its Writer clients in the following circumstances.
 - a. In the event Agent is retained (by someone other than Writer) to perform these services prior to the engagement of Writer on the motion picture project, the Agent shall fully disclose to the Writer the existing consulting, financing, or sales services arrangement, including the relevant fees payable to the Agent.
 - b. In the event Agent is retained (by someone other than Writer) on a project and Agent represents a Writer on the project as an attached element (e.g., a pitch created by Writer prior to the commencement of writing services, or if a Writer is attached to adapt pre-existing intellectual property, or a pre-existing script owned or controlled by a third party), where the Agent is taking the project to market before the Writer has commenced any work, the provisions of 5.C.3.a., above shall apply.

SECTION 6 – AFFILIATE RELATIONSHIPS

1. Agent shall be permitted to represent a Writer in connection with the engagement by or Sale of rights to an affiliated entity, so long as, prior to the submission of such Writer by the Agent for such engagement or sale of rights:
 - a. the Agent informs such Writer of the existence and nature of the Agent's relationship with such affiliated entity;

- b. the Agent advises such Writer that the Writer has no obligation to be submitted to or accept engagement by or undertake to sell rights to such affiliated entity;
 - c. the Agent advises the Writer of his or her right to have the material or services offered to other bona-fide production entities simultaneously with offering the material or services to the affiliate;
 - d. the Agent advises the Writer that the Writer may seek independent counsel in connection with the applicable project, at any point in the process prior to the Writer entering a transaction with an affiliate; and
 - e. the Writer, after being informed of the foregoing, gives consent to such submission, engagement, or sale transaction.
- 2. Agent shall not be permitted to represent a Writer in connection with the engagement by or Sale of rights to an affiliated entity unless:
 - a. the Agent reasonably believes that such engagement or sale of rights is in the best interests of such Writer;
 - b. the terms of such engagement or sale of rights are negotiated in good faith and on an arm's-length basis;
 - c. the Agent and its affiliated entity are each in compliance with the following:
 - i. the individuals primarily involved in the day-to-day operations of the Agent are different than the individuals primarily involved in the day-to-day operations of the affiliated entity, and vice versa;
 - ii. the Agent, including any individual primarily involved in the day-to-day operations of the Agent, does not participate in any of the affiliated entity's decisions regarding the engagement of or sale of rights other than in the Agent's capacity as a representative of its clients consistent with the fiduciary duties to such clients;
 - iii. the Agent maintains the confidentiality of its clients' confidential information from such affiliated entity, in the same manner it maintains the confidentiality of such information from an unaffiliated entity; and
 - iv. the Agent creates and makes available a written conflicts policy reflecting the above, and has annual training on conflicts for all employees representing Writers.
- 3. No Writer shall be required (formally or informally) to work with an Agent's affiliates. In the event that a Writer advises the Writer's Agent that the Writer does not want to be submitted to, or be engaged by, or sell rights to, an affiliated entity, the Agent shall follow the Writer's directive, and such election by the Writer shall have no detrimental impact on the Agent's representation of such Writer.

4. Agent may not use the fact that a Guild investigation involves an affiliate of the Agent as a basis for its refusal to cooperate in such investigation.

SECTION 7 – RELATIONSHIP WITH GUILD

A. ATA'S AND SUBSCRIBING AGENT'S OBLIGATIONS TO GUILD

1. Agent shall provide the Guild with copies of all representation agreements with Writer.
2. Pursuant to the consent provided in Rider W, Agents will provide the Guild with copies of final executed contracts exclusively for writer services between Writers and a Guild signatory employer within ten (10) business days of coming into possession of such agreements. For the avoidance of doubt, Agents will not be obligated to obtain these contracts from third parties; the obligation extends only to contracts in the Agents' possession.
3. Pursuant to the consent provided in Rider W, ATA will work together in good faith with the Guild to develop a mechanism to timely provide the Guild with available data from Agents' applicable booking information for writer services. The stated goal of the Parties is to develop a commercially reasonable solution, that is appropriate to Agent size and does not impose undue costs, that could automate the sharing of such data from ATA member Agent to the Guild.
4. In developing and administering this Section 7.A, the Parties shall take into account the more limited staffing and recordkeeping capacities of smaller agencies.
5. The obligations in Section 7.A.2 and 7.A.3 do not apply with regard to any Writer who instructed the Writer's Agent not to provide such information.
6. Insofar as the notifications to the Guild contained in this section 7.A require the provision of confidential information relating to a specific Writer, the Guild shall use reasonable efforts to maintain the confidentiality of the information and such efforts shall in no event be less than the efforts the Guild uses to protect its own confidential information. The Guild shall maintain and use such information subject to its duty of fair representation, provided that nothing in this paragraph shall prohibit the Guild from aggregating the data in a manner that does not disclose the confidential information of a particular Writer.
7. ATA members and the Guild will form a standing committee to meet regularly to share trends in writer contracts, including information regarding new forms of agreements, studio practices, and similar issues of mutual concern, and to address any matters of concern regarding enforcement of the MBA.
8. If requested, ATA and members will continue to actively participate in the Guild's diversity and inclusion programs.

9. ATA will serve as a resource to assist the Guild in advance of, and in connection with, its collective bargaining negotiations.

B. GUILD'S OBLIGATIONS TO ATA

1. Guild shall encourage its members to engage diverse writers.
2. Guild and ATA shall cooperate to develop annual reporting that is shared both ways (Guild to ATA, and ATA to Guild) regarding diversity efforts and reflecting, through anonymized data, the employment history of Writers, broken down by membership in statutorily protected-classes (to the extent a Writer wishes to be identified within a protected class), represented by the Guild and ATA members, respectively.

SECTION 8 – STANDARD REPRESENTATION AGREEMENT (RIDER W)

Appended to this Agreement as Attachment 1 is the standard representation agreement, referred to herein as “Rider W.” The terms of Rider W shall be deemed to be incorporated into any representation agreement, written or oral, between Agent and Writer. Agent and Writer may negotiate additional provisions in their representation agreement, provided, however, that (A) no term or condition of such negotiated agreement shall be less favorable to Writer than the provisions of Rider W; and (B) in the event of a conflict between the negotiated agreement and Rider W, the provisions of Rider W shall prevail.

SECTION 9 – DISPUTE RESOLUTION

- A. The following controversies between ATA and the Guild shall be resolved by a neutral arbitrator in accordance with the procedures set forth in the Rules Governing Arbitration appended as Attachment 2:
 1. Any dispute arising out of or relating to this Agreement or the obligations of ATA or the Guild thereunder.
- B. The following controversies relating to a dispute between a Writer and a subscribing Agent shall be resolved by a neutral arbitrator in accordance with the procedures set forth in the Rules Governing Arbitration appended as Attachment 2:
 1. Any dispute arising out of or relating to an Agent’s performance or breach of its obligations to a Writer or the Guild under this Agreement.
 2. Any claim brought by the Guild to suspend or remove an Agent from the list of subscribing Agents based on an alleged material violation of the Agreement or Rider W.
 3. Any claim between a Writer and an Agent pursuant to Rider W.
- C. An arbitrator or arbitrators selected to hear a dispute under this section shall resolve the entire controversy. In so doing, the arbitrator shall have authority to fashion an

appropriate remedy, which may include, to the extent described and permitted by the Rules Governing Arbitration, the award of damages, injunctive or declaratory relief, or other appropriate penalties or compensation.

- D. The decision of an arbitrator or arbitrators (except to the extent provided in the appellate procedures described in the Rules Governing Arbitration) under this section shall be final and binding, and may be confirmed in any court of competent jurisdiction.

SECTION 10 – MISCELLANEOUS PROVISIONS

- A. This Agreement shall be effective as to each subscribing Agent upon the date the Agent subscribes hereto. This Agreement shall not apply to, nor impair the right of Agent or Agent to receive compensation based on, services rendered by Agency or Agent before such effective date.
- B. The Parties acknowledge that there are substantial differences in opinion between the Guild and the ATA regarding the scope of the Guild's legal authority to regulate Agents, including in areas covered by this Agreement. This Agreement represents a compromise of the Parties' respective positions, and the inclusion or absence of a provision in this Agreement shall not constitute a waiver of each Parties' respective legal positions, which are reserved.
- C. If any provisions of this Agreement are held to be void or unenforceable, all other provisions hereof shall remain in full force and effect.

SECTION 11 – TERM AND TERMINATION

- A. The term of the Agreement shall be four years and shall continue thereafter unless terminated by either the Guild or the ATA.
- B. Termination shall be effective 180 days after written notice of termination is delivered.
- C. In the event that either party gives timely notice of termination, the Guild and the ATA agree to negotiate in good faith for a successor agreement during the period between the notice and the effective date of the termination.
- D. A subscribing Agent shall have the right to terminate its obligations under this Agreement (*i.e.*, withdraw from subscription status) upon written notice to the Guild and ATA. The Agent's termination shall be effective 60 days after its service of such notice.
- E. During the term, no party shall take any step that would, directly or indirectly, affect this contract, Rider W, or any relationship of the parties to this Agreement, or of any subscribing Agent and any Writer, in any way, or which may or will tend to otherwise affect any rights of the Guild, ATA, or any then subscribing Agents to contract or deal freely with one another in connection with the subject matter of this Agreement in any way, or which will in any way subject subscribing Agents to any discrimination or discipline other than as provided by this Agreement. This rule shall apply regardless of

whether the action taken purports to be effective before or after the termination of this Agreement. Neither Guild nor ATA will evade, circumvent, or violate, or seek to do so, the provisions of this paragraph directly or indirectly, and the attempt to do so shall constitute bad faith under this Agreement.

ATTACHMENT 1 TO WGA ATA AGREEMENT

RIDER W

This standard representation agreement, referred to herein as "Rider W," is attached to and made part of the agreement ("Agreement") between Writers Guild of America, West, Inc. and Writers Guild of America, East, Inc. (collectively, "Guild" or "WGA") on the one hand and the Association of Talent Agents ("ATA"), and any subscribing talent agent or talent agency (collectively, "Agent"), on the other hand. This Rider W shall apply to Writers and Agents with respect to the option and sale of literary material or the rendition of writing services in a field of work covered by a WGA collective bargaining agreement ("CBA").

SECTION 1 – INCORPORATION OF STANDARD TERMS INTO REPRESENTATION AGREEMENT

By operation of the Agreement, the terms of this Rider W shall be deemed to be incorporated into any representation agreement ("Representation Agreement"), written or oral, between Agent and Writer. Agent and Writer may negotiate additional provisions in the Representation Agreement, provided, however, that (A) no term or condition of such negotiated agreement shall be less favorable to Writer than the provisions of Rider W; and (B) in the event of a conflict between the negotiated agreement and Rider W, the provisions of Rider W shall prevail.

SECTION 2 – TERM AND TERMINATION

- A. The term of the Representation Agreement shall not exceed two (2) years.
- B. The Representation Agreement may be terminated by Writer or Agent during its term for any of the following causes:
 1. If Writer is not offered employment which is subject to this Rider W from a responsible employer with respect to services covered hereunder during any period in excess of four consecutive months, during all of which time Writer is ready, able and willing to accept employment. Writer or Agent may exercise this right of termination by written notice served on Agent by certified mail at its best known address. The right of termination under this section shall be deemed waived by Writer or Agent if, after expiration of the four month period but before service of a notice of termination, Writer accepts an offer of employment by a responsible employer;
 2. Any uncured material breach by Agent of the provisions of the Agreement or of Agent's fiduciary obligations to the Writer;
 3. If Agent, during any strike by WGA, obtains employment or makes the sale or option of any literary material for any Writer with a producer or other person as to whom WGA is on strike;

4. If Agent represents a writer who has been denied membership in WGA or whose membership in WGA has been revoked by reason of acts prejudicial to WGA's welfare;
5. Agent's removal from the list of agents subscribing to the Agreement, provided that such removal is final and all applicable appeal rights have been exhausted.

Termination shall not affect the obligation of the Writer to pay commission to the Agent after such termination as described in Section 3, below.

SECTION 3 – COMMISSIONS

- A. Agent's commission shall be limited to ten percent (10%) of Writer's gross compensation, including Writer's profit participation. In the event a Writer is part of a packaged television program for which the Agent receives package compensation, Agent will not charge the Writer commission for work performed on the packaged television program.
- B. Agent's commission shall be payable when gross compensation is received by or on behalf of the Writer (including Writer's loan out corporation), including receipt by the Agent. If the gross compensation is received by the Agent on behalf of Writer, Agent is authorized to deduct the commission due (and any other monies owing from Writer to the Agent) and shall promptly remit the remaining compensation to Writer. If the gross compensation is received by Writer or Writer's loan-out corporation, Writer shall promptly remit the commission due to Agent.
- C. In the event Writer directs payments of monies to a third party (e.g., the Writer's business manager), Writer shall be obligated to provide the Agent, upon Agent's written request, a statement showing all amounts received by the Writer with respect to a particular engagement or sale of rights procured by Agent in connection with the representation of such Writer.
- D. The following shall apply relating to commissions after an Agent's engagement by a Writer is terminated (whether by expiration of a Representation Agreement or otherwise").
 1. An Agent terminated by a Writer having a right to do so can continue to collect commissions on deals procured and/or substantially negotiated prior to such termination or expiration but not on improvements negotiated after such termination (except to the extent provided in 3.D.2.b.(ii)).
 2. The following shall apply to direct or indirect renewals, substitutions, replacements, extensions or modifications of contracts referred to in 3.D.1.
 - a. In no event, other than as provided in this paragraph 3.D.2, will the terminated Agent be entitled to receive commissions in excess of the amount that would have been paid under the contract as it existed at the time of termination (but

the foregoing sentence shall not apply to Representation Agreements wrongfully terminated).

- b. Agent shall only be entitled to commission renewals, substitutions, replacements, extensions or modifications if:
 - (i) such renewals, substitutions, replacements, extensions or modifications are negotiated terms of the initial contract negotiated by Agent (*e.g.*, the original agreement contained options for extension of the employment term, and those options are exercised after termination), in which case Agent shall be entitled to commission on all employment contemplated by the original agreement; however, Writer's new Agent shall have the right to commission any improvements negotiated by the new Agent, pursuant to D.4 below; or
 - (ii) the Writer's employment terminates within one (1) year after termination of the representation agreement, and the Writer obtains without any break in employment (except for a production hiatus) an extended, renewed, replaced, substituted or modified employment with the same employer ("renewed employment"), in which case Agent shall be entitled to commissions for the shorter of (a) the term of the renewed employment; or (b) one (1) year after the commencement of the renewed employment. If, subsequent to termination of an Agent but within the one-year period set forth in this paragraph, the Writer enters into a representation agreement with a new Agent, which provides for services and commissions with reference to said renewed employment, the former Agent's commission shall be reduced accordingly, but not below five percent (5%).
3. The terminated Agent shall continue to be ready, willing, and able to provide services, with respect to such contracts for which the Agent continues to receive commission pursuant to 3.D.1 and 3.D.2 above, and upon which the Agent's commission is based.
4. If the Writer obtains a new Agent, and the new Agent renegotiates such existing contract, the new Agent shall be entitled to commission on any excess in amount of such contract (with the Writer's former Agent entitled to the commission on the existing contract, prior to any improvement) (except to the extent provided in 3.D.2.b.(ii)).
5. Agent's right, if any, to commissions on profit participations, royalties, and other continuing payments to the Writer, if any, shall continue regardless of the termination of the representation with respect to the contract at the time of the termination.

SECTION 4 – ACCOUNTING

Agent shall not collect monies belonging to Writer unless Agent has prior written authority from the Writer to do so. All monies belonging to the Writer when received by the Agent shall be faithfully accounted for by the Agent and promptly paid over to the Writer or as directed by the Writer, provided, however, that Agent may deduct from such monies any commission payable to Agent as well as any monies owing from the Writer to the Agent whether for past commission or for loans made to the Writer or monies advanced for Writer or for his account. Monies belonging to Writer shall not be commingled with monies belonging to the Agent, but shall be segregated and kept in a separate account which may be known as “client’s account” or “trust account” or an account similar in nature. Agent may have one or more of such accounts and may commingle monies of other clients with the monies of the Writer in such account.

SECTION 5 – DISPUTE RESOLUTION

- A. The following controversies between Writer and Agent shall be resolved by neutral arbitration in accordance with the procedures set forth in the Rules Governing Arbitration appended as Attachment 2 to the Agreement:
 - 1. Any dispute concerning the interpretation of, or the performance of any obligation under, this Rider W;
 - 2. Any dispute concerning the interpretation of, or the performance of any obligation under, the Agreement;
 - 3. Any dispute regarding commission due to Agent.
- B. An arbitrator or arbitrators selected to hear a dispute under this section shall resolve the entire controversy. In so doing, the arbitrator shall have authority to fashion an appropriate remedy, which may include, to the extent described and permitted by the Rules Governing Arbitration, the award of damages, injunctive or declaratory relief, or other appropriate penalties or compensation.
- C. The decision of an arbitrator or arbitrators under this section shall be final and binding, and may be confirmed in any court of competent jurisdiction.

SECTION 6 – CONSENT TO INFORMATION SHARING

Writer hereby consents to Agent sharing with the Guild (a) copies of all final executed contracts exclusively for writer services and (b) data relating to Writer’s bookings, payments, and other compensation information for such writer services to the extent in Agent’s possession. Writer acknowledges that the Guild is entitled to this information pursuant to the MBA and WGA working rules, and that Agent’s sharing of this information of the Guild is appropriate and beneficial to Writer, and Writer agrees that the Guild may request this information directly from Agent. Writer further acknowledges that in accepting the services provided by Agent hereunder, Writer consents to this disclosure and information sharing.

Agent's sharing of information is conditioned upon the Guild's compliance with section 7.A.6 of the Agreement.

Check the box below if you do not agree to Agent sharing information with the Guild.

I do not consent to Agent sharing my [select one or both] with the Guild.

executed writer services contracts

bookings, payment and other compensation information

SECTION 7 – MISCELLANEOUS PROVISIONS

- A. This Rider W shall be effective as to each Agent upon the date the Agent subscribes to the Agreement, and shall be deemed to be incorporated into any Representation Agreement then in effect between Agent and any Writer.
- B. If any provisions of this Rider W are held to be void or unenforceable, all other provisions hereof shall remain in full force and effect.
- C. Agent acknowledges that he has complied with all licensing requirements of any state in which he is conducting business.

WRITER AND AGENT HEREBY AGREE TO THE FOREGOING:

DATED: _____ By _____
AGENT

DATED: _____
WRITER

THIS RIDER W TO A REPRESENTATION AGREEMENT HAS BEEN APPROVED AS TO FORM BY THE LABOR COMMISSIONER OF THE STATE OF CALIFORNIA ON

_____.
THIS RIDER W HAS BEEN APPROVED AS TO FORM AND CONTENT BY THE WRITERS GUILD OF AMERICA.

ATTACHMENT 2 TO WGA ATA AGREEMENT

RULES GOVERNING ARBITRATION

The following Rules Governing Arbitration (“Rules”) govern arbitrations arising under Section 9 of the Agent Basic Agreement (“Agreement”) and Section 5 of the Standard Representation Agreement (“Rider W”). The Rules incorporate by reference the Agreement and Rider W, including the terms defined therein.

SECTION 1 – EXCLUSIVITY AND SCOPE OF AUTHORITY

- A. The arbitration procedures established by these Rules shall be the exclusive method for resolving any and all controversies as defined in Section 9 of the Agreement and Section 5.A. of Rider W.
- B. The arbitrator or arbitrators shall have the power to rule on his or her own jurisdiction, including any questions of procedural arbitrability and any objections with respect to the existence, scope, or validity of the arbitration agreement.
- C. The arbitrator or arbitrators shall also have the power to determine the existence or validity of a contract of which the arbitration clause contained in the Agreement, Rider W, or these Rules forms a part. Such an arbitration clause shall be treated as an agreement independent of the other terms of the contract. A decision by the arbitrator or arbitrators that the contract is null and void shall not for that reason alone render invalid the arbitration clause.
- D. The arbitrator or arbitrators shall not have the power to add to, subtract from, or alter in any way the Agreement, Rider W, or these Rules, unless and to the extent that she, he, or they determine that the Agreement, Rider W, or these Rules violate applicable law.

SECTION 2 – CLAIM

- A. A complainant initiates an arbitration under these Rules by serving a Claim on the respondent.
- B. A Claim seeks resolution of a controversy as defined in Section 9 of the Agreement or Section 5.A. of Rider W.
- C. The Claim shall be in writing and contain the following information: (I) the complainant’s name; (ii) the complainant’s address; (iii) a brief written statement of the Claim and the relief sought; and (iv) the name of the respondent.
- D. A Claim must be served on the respondent within 6 months from the date the complainant obtained knowledge of the facts upon which the Claim is based, but no later than two years from the date of the occurrence of the facts upon which the Claim is based.

- E. Any Claim brought by an Agent against a Writer under Section 5.A. of Rider W shall concurrently be served on the Guild. The Guild may but is not required to participate as a party in the proceeding.
- F. Any Claim brought by a Writer or the Guild against an Agent shall be served on the ATA. The ATA may but is not required to participate as a party in the proceeding.

SECTION 3 – COUNTERCLAIM

- A. The respondent may serve a Counterclaim on the complainant, which must be in writing and contain the same information as a Claim. A Counterclaim in all respects will be treated as a Claim, except that the time to bring a Counterclaim will be governed by the Streamlined Procedures or Comprehensive Procedures described below.
- B. Any Counterclaim brought by an Agent against a Writer shall concurrently be served on the Guild. The Guild may but is not required to participate as a party in the proceeding
- C. Any Counterclaim brought by a Writer or the Guild against an Agent shall be served on the ATA. The ATA may but is not required to participate as a party in the proceeding.

SECTION 4 – STREAMLINED AND COMPREHENSIVE PROCEDURES

- A. Claims and Counterclaims governed by these Rules of Arbitration may be governed by Streamlined Procedures or by Comprehensive Procedures.
- B. The following Claims and Counterclaims are subject to Comprehensive Procedures:
 1. Any Claim or Counterclaim brought by Guild against ATA.
 2. Any Claim or Counterclaim brought by ATA against Guild.
 3. Any Claim or Counterclaim seeking to remove an Agent from the list of subscribing Agents to the Agreement.
 4. Any Claim or Counterclaim seeking damages of more than \$250,000.
- C. The following Claim or Counterclaims are subject to Streamlined Procedures:
 1. Any Claim or Counterclaim seeking less than \$250,000 and/or seeking solely non-monetary relief other than loss of subscription status.
 2. Any Claim or Counterclaim in which the parties thereto agree to submit to the Streamlined Procedures.

SECTION 5 – PROCEDURES FOR CLAIMS SUBJECT TO STREAMLINED PROCEDURES

- A. Claims subject to Streamlined Procedures shall be held before a single arbitrator in accordance with the arbitrator selection process in Section 7 below.

B. Other than the arbitrator selection process, Claims subject to Streamlined Procedures shall be conducted by a single arbitrator, and shall be conducted in accordance with JAMS' Streamlined Arbitration Rules and Procedures in effect as of the date of the Claim.

SECTION 6 – PROCEDURES FOR CLAIMS SUBJECT TO COMPREHENSIVE PROCEDURES

A. Claims subject to Comprehensive Procedures shall be held before a three-arbitrator panel in accordance with the arbitrator selection process in Section 7 below, and shall be subject to the appeal process described in Section 8 below.

B. Other than the arbitrator selection process, Claims subject to Comprehensive Procedures shall be conducted by the three-arbitrator panel in accordance with JAMS' Comprehensive Arbitration Rules and Procedures in effect as of the date of the Claim.

C. Appeals of Claims subject to Comprehensive Procedures shall be conducted by a single arbitrator in accordance with JAMS Optional Arbitration Appeal Procedure in effect as of the date of the Claim with respect to any final award on a Claim subject to Comprehensive Procedures. An appeal arbitrator must be a retired state or federal judge with at least ten years' substantial experience in the entertainment industry.

D. For any claim seeking exemplary damages or removal of the Agent from the list of subscribing Agents to the Agreement, the following shall apply:

1. The facts supporting exemplary damages or removal of an Agent from the list of subscribing Agents shall be provided by clear and convincing evidence.
2. Exemplary damages may not be more than \$500,000.
3. No Agent may be removed from the list of subscribing Agents unless the arbitrators determine, by clear and convincing evidence, that the Agent has committed multiple and substantial violations of the Agreement including serious breaches of fiduciary duty or acts of moral turpitude, and that no lesser discipline would accomplish justice.
4. In the event that a talent agency is a subscribing Agent, and the arbitrators determine by clear and convincing evidence that employees and/or members of the Agent committed acts warranting removal from the list of subscribing Agents pursuant to section 6.D.3, above, the talent agency may retain its subscription status by both (a) paying any damages awarded in connection with the violation and (b) terminating the employment of all individuals determined by the arbitrators to have committed such violations.
5. Unless the arbitrators unanimously determine that a permanent ban is warranted, any Agent removed from the list of subscribing Agents pursuant to this Paragraph shall be permitted to reapply for admission two (2) years after payment of all damages and completion of any other conditions of the Award.

SECTION 7 – ARBITRATOR SELECTION

A. Selection where Streamlined Procedures are applicable:

1. Within ten (10) days after services of all Claims and Counterclaims, the parties shall each submit the name of a single arbitrator. For purposes of this submission, the Guild and any Writers will be treated as a single party, and the ATA and Agents will be treated as a single party, unless there are Counterclaims among them. Any arbitrator selected by a party must be neutral and unaffiliated with any party, and must have substantial experience in the entertainment industry.
2. Within ten (10) days after appointment by the parties, the submitted arbitrators will select a third arbitrator, who shall govern the arbitration as a single arbitrator (the “trial arbitrator”). The trial arbitrator must all be neutral and have substantial experience in the entertainment industry.
3. If the submitted arbitrators are unable to agree upon the trial arbitrator with ten (10) days, the parties shall each submit a list of five acceptable arbitrators within five (5) days thereafter. Within seven (7) days of service by the parties of the list of names, each party may strike (1) name and shall rank the remaining candidates in order of preference. The remaining arbitrator with the highest composite score shall be appointed as the trial arbitrator.
4. JAMS shall have authority to determine if an arbitrator does not meet the qualifications in 7.A.1 or 7.A.2 (*i.e.*, is not neutral or does not have substantial entertainment industry experience).
5. The parties may agree in writing to extend the time period to select the arbitrator. The extension will no longer be deemed effective if either party gives written notice to the other, in which case the parties shall take the steps identified in (A)(1) within ten (10) business days of service of the notice.

B. Selection where Comprehensive Procedures are applicable:

1. Within ten business (10) days after services of all Claims and Counterclaims, the parties shall each submit the name of a single arbitrator. For purposes of this submission, the Guild and any Writers will be treated as a single party, and the ATA and Agents will be treated as a single party, unless there are Counterclaims among them. Any arbitrator selected by a party must be neutral and unaffiliated with any party, and must have substantial experience in the entertainment industry.
2. Within ten business (10) days after appointment by the parties, the submitted arbitrators will select a third arbitrator, who must likewise be neutral and have substantial experience in the entertainment industry, and together the three arbitrators will form an arbitration panel.
3. If the submitted arbitrators are unable to agree upon a third arbitrator with ten business (10) days, the parties shall each submit a list of five acceptable arbitrators

within five business (5) days thereafter. Within seven business (7) days of service by the parties of the list of names, each party may strike (1) name and shall rank the remaining candidates in order of preference. The remaining arbitrator with the highest composite score shall be appointed as the third arbitrator.

4. JAMS shall have authority to determine if an arbitrator does not meet the qualifications in (B)(1) (i.e., is not neutral or does not have substantial motion picture experience).
5. The parties may agree in writing to extend the time period to select the arbitrators. The extension will no longer be deemed effective if either party gives written notice to the other, in which case the parties shall take the steps identified in (B)(1) within ten (10) business days of service of the notice.
6. An appellate arbitrator, if any, shall be selected in accordance with JAMS Optional Arbitration Appeal Procedure as provided in section 6(C).

SECTION 8 – HEARING LOCATION

- A. If no Writer is a party to the arbitration, the hearing shall be held in Los Angeles.
- B. If a WGAW or a WGAW-represented Writer is a party to the arbitration, the hearing shall be held in Los Angeles.
- C. If the WGAE or a WGAE-represented Writer is a party to the arbitration, the hearing shall be held in New York City.
- D. Where both WGAW and WGAE Writers are parties to the arbitration, the Writer parties shall decide whether the hearing will be held in Los Angeles or New York City. In the event of a dispute between the Writer parties, the Guild shall decide if it is also a party, and the arbitrator(s) shall decide if the Guild is not a party.

SECTION 9 – DECISION

- A. The final award (including as modified by an appeal) shall be final and binding on the parties.

SECTION 10 – ARBITRATION COSTS

The costs of the arbitration shall be equally split among the parties, unless the award specifies otherwise. The parties shall bear their own attorneys' fees.

SECTION 11 – LAW GOVERNING THE ARBITRATION

- A. An arbitration governed by these Rules shall be subject to California law, unless the arbitration involves an individual Writer or Agent and the arbitrator determines that justice is served by applying the law of the Writer or Agent's home jurisdiction due to a difference in substantive law.

B. Arbitrations subject to the laws of the State of California shall be held pursuant to Section 1700.45 of the California Labor Code. Accordingly, the complainant shall give reasonable written notice to the California Labor Commissioner of the time and place of the arbitration hearing, and the Labor Commissioner or his or her authorized representative has the right to attend the arbitration hearing. Section 1700.44 of the California Labor Code shall not govern arbitrations subject to these Rules.

SECTION 12 – SERVICE

- A. A Claim or Counterclaim must be served by certified mail or by personal delivery. All other notices or papers shall be served by email.
- B. A petition to confirm, modify, or vacate an arbitration award in any court of competent jurisdiction shall be served upon the respondent by certified mail or personal delivery.

Exhibit D



Agency Agreement 2019

Agency Code of Conduct Implementation FAQ

Effective Saturday, April 13, 2019, the WGA implemented a Code of Conduct for talent agencies seeking to represent WGA members. You can read the Code of Conduct [here](#). In order to represent WGA members an agency must agree to these terms.

No Current WGA member can be represented by an agency that is not franchised by the Guild in accordance with Working Rule 23. The Rules of Implementation of Working Rule 23 are [here](#). The list of agencies that have signed the Code of Conduct is [here](#).

Guild resources to assist members who are looking for work without an agent are available [here](#).

What does Working Rule 23 actually say?

"No writer shall enter into a representation agreement whether oral or written, with any agent who has not entered into an agreement with the Guild covering minimum terms and conditions between agents and their writer clients." As of April 13, 2019 that agreement is the WGA Agency Code of Conduct.

If my agency does not sign the Code of Conduct, do I have to tell them they cannot represent me?

Yes, you will do so as part of a collective action by WGA members. The Guild has prepared a [standard termination letter, available here](#) for you to sign electronically. The letter both helps fulfil your obligation under Working Rule 23 and protects you legally in the case of any future commission dispute. It will not go to your agency the moment you sign it. Instead, the Guild will deliver the letters in groups. The first batch was sent on April 22nd. You can inform your individual agent as well if you like, and encourage them to sign the Code of Conduct.

Are members required to e-sign the termination letter?

Yes, all Current members represented by a non-franchised agency are required to [sign the termination letter](#). Our goal in implementing the Code of Conduct is to ensure that agencies' interests are aligned with writers. For our collective action to be effective, elected leadership has decided members must terminate in writing and be on record with the Guild as doing so.

Am I prohibited from contact with my agent now that the Code has been implemented and Working Rule 23 is in effect?

You are prohibited from being represented by your agent for Guild-covered services going forward, including deals that were first discussed but not completed before the implementation of the Code. As a rule of thumb, it's useful to ask, "Is this an action an agent would perform for a client?" If so, that's representation. Below are some examples:

- Setting meetings for you (either on a project or a general)
- Submitting you or your work to a producer or employer
- Negotiating a deal for purchase or employment
- Advocating on your behalf
- Reading your work and/or providing feedback
- Offering professional advice.

You [can](#) contact your former agency to discuss payments and enforcement of deals that closed prior to April 13, 2019. But again, you cannot discuss new projects or new deals. You can ask them in writing to provide you or the representative of your choice information regarding pending deals (those in process but not yet closed), contact information, or inquiries they receive from studios or producers. You can also talk with them about personal matters or about signing the Code of Conduct.

What if I'm a TV writer/producer?

Producing by TV writer-producers has been covered in the MBA since 1973 (Articles 1 and 14). Those provisions specifically say that producing services are deemed part of writing when performed by writer-producers. Thus, when an agent makes a deal for a hyphenate in television—usually an overall deal or a series contract for a per episode fee—the writer-producer services are deemed covered under the MBA. An agent can't represent only the producing duties.

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For a theatrical writer who is also hired as a producer on the same project, the same rules apply. A non-franchised agency cannot represent you on a theatrical project where you would be a writer and producer.

Thus, under Working Rule 23 non-franchised agents cannot represent WGA writers with respect to these hyphenate services, and a member who has historically been employed as a hyphenate cannot avoid the Guild's jurisdiction by re-labeling a contract as a producer-only deal.

The working rule doesn't cover other producing. Of course, anything additional a member is willing to do to support the goal of eliminating agency conflicts of interest will help the campaign.

What if I'm on an overall deal?

Like all Guild members, you can only deal with your agent regarding past projects. They cannot help you set up new projects, even if they are commissioning your overall deal.

What if I'm already working on a project that is packaged?

Your deal will continue with the same terms.

My agency was in the middle of trying to make a deal for me but nothing is firmed up. What do I do now?

The new Code of Conduct does not prevent any deal that is in the process of being made from being completed, but not by an agency that is no longer franchised, even if they have already started the negotiation. Completion of the deal can be handled by a lawyer, manager, or franchised agent. If you need contact on potential deal information, ask your former agent in writing to send you and/or the representatives of your choice: the agency is obligated to provide it. Contact the [Agency Department](#) if you need assistance.

What right does my former agency have to commission my compensation after the Code is implemented?

You will continue to pay your agent commission under any deals negotiated prior to the termination of your representation agreement with the agency. This may include limited circumstances where an agreement was under negotiation but not finalized until after you left the agency. However, if they only set up meetings and no offer had been made, it's unlikely that commission would be owed. The former agency may also be entitled to commission where a contract is renewed after termination or where the employer exercises an option for additional services. The rules in this area are technical and the answers are almost always fact-specific. Please contact the [Agency Department](#) to discuss your specific circumstance.

What do I do if my former agent continues to solicit work for me by either contacting me directly or through my lawyer/manager?

Once you leave an agency, you should no longer allow them to work on your behalf. Tell the agent to stop. You can also tell them that if they want to represent you they should sign the Code of Conduct. If you think an agency is commissioning you incorrectly, please contact the [Agency Department](#).

What if I get a deal offer and no longer have an agency to work with? Where does the offer go and who negotiates the deal?

If you have a manager and/or a lawyer, it should be business as usual. Managers and lawyers will be able to negotiate contracts for staffing, development, or sale of materials. If you don't have a manager or lawyer, the offer can go to you. Before you leave every meeting, make sure the executive, producer, or showrunner has your contact information. And after the offer comes in, you can find a lawyer to negotiate with Business Affairs by asking other writers for recommendations. If you are having trouble finding an attorney, or would like the Guild to review terms, contact the [Agency Department](#).

The agencies say it is against state laws for managers and lawyers to help writers find work or negotiate without being connected to an agent.

As a matter of practice, managers and sometimes attorneys already get work for clients. In addition, as the exclusive bargaining representative for writers, the Guild has the right under federal law to delegate authority to other representatives, and on a temporary basis has now delegated that authority to managers and attorneys. Here is the link to the [delegation letter](#). If your manager or attorney refuses to work for you in this time, you should consider finding another representative or contact the [Agency Department](#).

I'm represented by an agency for both writing and another area of work not covered by the Guild (stand-up performance, acting, directing, writing plays, etc.). Is it mandatory that I leave the agent for my non-Guild-covered work?

The Guild cannot direct you to leave your agency for work that isn't covered by the Writers Guild, although we encourage you to be represented for all your work by a franchised agency that is not conflicted.

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Can my agent continue to represent me for animation work?

If you are seeking Guild-covered animation work, you must be represented by a franchised agency. Keep in mind that most primetime animation and growing number of other animated projects are Guild-covered, especially on streaming platforms. While we encourage you to be represented by a franchised agency for all your work, if an animation project is covered by another union, Working Rule 23 does not apply. For assistance getting your animation project covered, please contact the [Organizing Department](#).

I'm not a Guild member but I just got my first offer on a WGA-covered project. Or I'm a member in a category other than Current (e.g. Post-Current, Associate, or Associate Caucus). Do I need to leave my non-franchised agency?

Working Rules do not apply to non-members. In the present campaign, the Board of Directors has elected to apply Working Rule 23 only to Current members. See the [Working Rules](#) here. However, once you become a Current member you will need to terminate representation by any non-franchised agent.

My agency receives and processes my checks. How am I going to get paid?

Your former agency is legally required to keep sending you your money. If you'd prefer to revoke that consent and direct your payments elsewhere, contact the [Agency Department](#).

What if my agency receives notices of writing credits for my past projects?

If your contract specifies that the notice of tentative writing credits is sent to the agent who negotiated your deal, that agent has an ongoing fiduciary obligation to forward that credit notice to you, even if you have terminated the agency as your representative. Members should be especially vigilant and watch out for credit notices from the studio as well as from your former agency. If you have concerns, please contact the [Credits Department](#).

Does my British agency need to sign the Code of Conduct?

Your British agency needs to sign if they negotiate deals for WGA-covered projects.

Does Working Rule 23 apply to representation for my work on a Writers Guild of Canada-covered program under a waiver?

No.

My agency sponsored my visa. What do I do?

For assistance, West members can contact [Corri Freedman](#) and East members can contact [Ann Burdick](#).

When do I need to find a new agent?

The choice of if and when to seek representation is up to you. At some point you may decide to seek new or additional representation, which can be a lawyer, manager, or an agent who is franchised by the WGA.

If you are interested in finding a manager and/or attorney, ask your fellow writers about their experiences and for recommendations. If you get an offer and are having trouble finding a new attorney to negotiate the deal you can also contact the Guild. If you need an attorney to review a deal memo or contract, the Guild can provide that service: contact the [Agency Department](#).

The list of agencies that have signed the Code of Conduct is [here](#).

And here is a link to [Guild resources](#) to assist writers without agents.

How will Working Rule 23 be enforced?

Here are the [Working Rule 23 Implementation Rules](#). While individual members have a voice and vote, after the Guild decides on collective action members are obligated to follow Guild rules, which will be enforced. The WGA membership and leadership have ratified this course of action and the membership has a proud history of unity and solidarity. [Article X](#) of the WGAW and WGAE Constitutions guides Guild disciplinary procedures. You can contact [Agency Agreement](#) if you have questions.

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Exhibit E

Rules for Implementation of the WGA Code of Conduct for Agents

Effective April 13, 2019, the WGAW Board of Directors and WGAEC Council voted to implement a Code of Conduct that all talent agencies must sign in order to represent any Guild member with respect to his or her WGA-covered writing services. The Code of Conduct may be found [here](#). A list of talent agencies currently signed to the Code of Conduct is [here](#).

In accordance with Working Rule 23, WGA Current members may only be represented by agencies that are signatory to the Code of Conduct. Working Rule 23 provides as follows:

Agents. No writer shall enter into a representation agreement whether oral or written, with any agent who has not entered into an agreement with the Guild covering minimum terms and conditions between agents and their writer clients.

The Board and Council have adopted the following rules regarding the implementation of the Code of Conduct.

1. If you are represented by an agency that is not signed to the Code of Conduct, you must inform the agency that it may not represent you with respect to your WGA-covered work until such time as it subscribes to the Code of Conduct.
2. You may not permit a non-franchised agent to represent you with respect to any future WGA-covered work, including deals that were first discussed but not completed before the implementation of the Code of Conduct.
3. You are not prohibited from consulting or communicating with a non-franchised agent regarding other matters, including (a) non-WGA-covered employment or services; (b) projects or agreements completed prior to the implementation of the Code of Conduct; (c) personal matters; or (d) discussions urging the agent to sign the Code of Conduct.
4. Members in violation of Working Rule 23 shall be subject to discipline in accordance with Article X of the WGAW Constitution.
5. If you have any questions regarding the implementation of the Code of Conduct or interpretation of Working Rule 23, you should contact the Guild by [email](#) or (323) 782-4502.

Exhibit F

DRAFT
FEBRUARY 4, 2019

MBA DRAFT "COLLINS" CLAUSE

ARTICLE 9 – MINIMUM TERMS (GENERAL)

The terms of this Basic Agreement are minimum terms; nothing herein contained shall prevent any writer from negotiating and contracting with any Company for better terms for the benefit of such writer than are here provided, excepting only credits for screen authorship, which may be given only pursuant to the terms and in the manner prescribed in Article 8. Unless conducted by an individual writer without assistance of any other person, such negotiations may be conducted or assisted only by agents who, at the time of such negotiations, are bound to an agreement with the Guild concerning the terms of such representation or are otherwise certified by the Guild to assist with or to conduct such negotiations. The Guild only shall have the right to waive any of the provisions of this Basic Agreement on behalf of or with respect to any individual writer.

ARTICLE 3 – WORK LISTS, LOAN-OUTS AND RECOGNITION

B. RECOGNITION (THEATRICAL)

1. The Company hereby recognizes the Guild as the exclusive representative for the purpose of collective bargaining for all writers in the motion picture industry, except that an individual writer may designate an agent to negotiate on his or her behalf, or to assist him or her in the negotiation of better terms than are here provided, provided that such agent is, at the time of such negotiations, bound to an agreement with the Guild concerning the terms of such representation or is otherwise certified by the Guild.

Make conforming changes to other recognition provisions